UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2021

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number **001-36405**

FARMLAND PARTNERS INC.

(Exact Name of Registrant as Specified in Its Charter)

Maryland (State or Other Jurisdiction of Incorporation or Organization)	**46-3769850** (IRS Employer Identification No.)
4600 South Syracuse Street, Suite 1450 **Denver, Colorado** (Address of Principal Executive Offices)	**80237** (Zip Code)

Registrant's Telephone Number, Including Area Code **(720) 452-3100**
Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name Of Each Exchange On Which Registered
Common Stock, $0.01 par value per share	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☑	Smaller reporting company ☑
		Emerging growth company ☐	

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☑

As of June 30, 2021, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately $334,143,348 based on the closing sales price of $12.00 per share as reported on the New York Stock Exchange. (For purposes of this calculation all of the registrant's directors and executive officers are deemed affiliates of the registrant.)

As of February 25, 2022, the registrant had 45,670,398 shares of common stock (47,027,737 on a fully diluted basis, including 1,357,339 Common Units of limited partnership interests in the registrant's Operating Partnership) held by non-affiliates of the registrant outstanding for an aggregate market value of $483,615,925 ($499,673,245 on a fully diluted basis) based on the closing sales price of $11.83 on the New York Stock Exchange on February 25, 2022.

Documents Incorporated by Reference

Portions of the registrant's Definitive Proxy Statement relating to its 2022 Annual Meeting of Stockholders are incorporated by reference into Part III of this report. The registrant expects to file its Definitive Proxy Statement with the Securities and Exchange Commission within 120 days after December 31, 2021.

FARMLAND PARTNERS INC.

FORM 10-K
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2021

TABLE OF CONTENTS

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

We make statements in this Annual Report on Form 10-K that are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (set forth in Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act")). These forward-looking statements include, without limitation, statements concerning pending acquisitions and dispositions, projections, predictions, expectations, estimates or forecasts as to our business, financial and operational results, future stock repurchases, our dividend policy, future economic performance, crop yields and prices and future rental rates for our properties, ongoing litigation, as well as statements of management's goals and objectives and other similar expressions concerning matters that are not historical facts. When we use the words "may," "should," "could," "would," "predicts," "potential," "continue," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates" or similar expressions or their negatives, as well as statements in future tense, we intend to identify forward-looking statements. Although we believe that the expectations reflected in such forward-looking statements are based upon reasonable assumptions, beliefs and expectations, such forward-looking statements are not predictions of future events or guarantees of future performance, and our actual results could differ materially from those set forth in the forward-looking statements. Some factors that might cause such a difference include the following: the impact of the COVID-19 pandemic and efforts to reduce its spread on our business and on the economy and capital markets generally, general volatility of the capital markets and the market price of our common stock, changes in our business strategy, availability, terms and deployment of capital, our ability to refinance existing indebtedness at or prior to maturity on favorable terms, or at all, availability of qualified personnel, changes in our industry, interest rates or the general economy, the degree and nature of our competition, the outcomes of ongoing litigation, our ability to identify new acquisitions or dispositions and close on pending acquisitions or dispositions and the other factors described in the risk factors described in Item 1A, "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2021, and in other documents that we file from time to time with the SEC. Given these uncertainties, undue reliance should not be placed on such statements. We assume no obligation to update forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information, except to the extent required by law.

Summary Risk Factors

Our business is subject to a number of risks, including risks that may prevent us from achieving our business objectives or may adversely affect our business, financial condition, results of operations, cash flows and prospects. The following is an overview of the most significant risks to which we are exposed to in the normal course of our business and which are discussed more fully in "Item 1A. Risk Factors" herein. These risks include, but are not limited to, the following:

- Our business is dependent in part upon the profitability of our tenants' farming operations, and a sustained downturn in the profitability of their farming operations could have a material adverse effect on the amount of rent we can collect and, consequently, our cash flow and ability to make distributions to our stockholders.

- We have a substantial amount of indebtedness outstanding, which may expose us to the risk of default under our debt obligations, restrict our operations and our ability to grow our business and revenues, and restrict our ability to pay distributions to our stockholders.

- Mortgage debt obligations expose us to the possibility of foreclosure, which could result in the loss of our investment in a property or group of properties subject to mortgage debt.

- We are currently subject to, and may in the future be subject to, litigation or threatened litigation, which may divert management time and attention, require us to pay damages and expenses or restrict the operation of our business.

- Approximately 70% of our portfolio is comprised of properties used to grow primary crops such as corn, soybeans, wheat, rice and cotton, which subjects us to risks associated with primary row crops.

- Investments in farmland used for permanent/specialty crops have a different risk profile than farmland used for annual row crops.
- Our failure to continue to identify and consummate suitable acquisitions would significantly impede our growth and our ability to further diversify our portfolio by geography, crop type and tenant, which could materially and adversely affect our results of operations and cash available for distribution to our stockholders.
- We do not intend to continuously monitor and evaluate tenant credit quality and our financial performance may be subject to risks associated with our tenants' financial condition and liquidity position.
- Our short-term leases, albeit an industry standard, make us more susceptible to any decreases in prevailing market rental rates than would be the case if we entered into longer-term leases, which could have a material adverse effect on our results of operations and ability to make distributions to our stockholders.
- We depend on external sources of capital that are outside of our control and may not be available to us on commercially reasonable terms or at all, which could limit our ability to, among other things, acquire additional properties, meet our capital and operating needs or make the cash distributions to our stockholders necessary to maintain our qualification as a REIT.
- Laws in certain states where we own property prohibit or restrict the ownership of agricultural land by business entities, which could impede the growth of our portfolio and our ability to diversify geographically.
- We may be subject to unknown or contingent liabilities related to acquired properties and properties that we may acquire in the future, which could have a material adverse effect on us.
- We may be required to permit the owners of certain third-party access rights on our properties to enter and occupy parts of the properties, including owners of mineral rights and power generation and transportation infrastructure, which could materially and adversely impact the rental value of our properties.
- Conflicts of interest may exist or could arise in the future between the interests of our stockholders and the interests of holders of units in our Operating Partnership, which may impede business decisions that could benefit our stockholders.
- Our charter contains certain provisions restricting the ownership and transfer of our stock that may delay, defer or prevent a change of control transaction that might involve a premium price for our common stock or that our stockholders otherwise believe to be in their best interests.
- We could increase the number of authorized shares of stock, classify and reclassify unissued stock and issue stock without stockholder approval, which may delay, defer or prevent a transaction that our stockholders believe to be in their best interests.
- Our Board of Directors may change our strategies, policies and procedures without stockholder approval.
- Our charter contains provisions that make removal of our directors difficult, which could make it difficult for our stockholders to effect changes to our management.
- Failure to maintain qualification as a REIT for U.S. federal income tax purposes would subject us to U.S. federal income tax on our taxable income at regular corporate rates, which would substantially reduce our ability to make distributions to our stockholders.

- Complying with the REIT requirements may cause us to forego otherwise attractive opportunities or sell properties earlier than we wish.
- We may be unable to make distributions at expected levels, which could result in a decrease in the market price of our common stock.
- The ongoing COVID-19 pandemic, the recent spread of the Delta variant and emergence of the Omicron and other variants and measures intended to prevent their spread could have a material adverse effect on our business, results of operations, cash flows and financial condition.

PART I

Item 1. Business

Our Company

Farmland Partners Inc. ("FPI"), collectively with its subsidiaries, is an internally managed real estate company that owns and seeks to acquire high-quality farmland located in agricultural markets throughout North America. FPI was incorporated in Maryland on September 27, 2013. FPI elected to be taxed as a real estate investment trust ("REIT") under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "Code"), commencing with its short taxable year ended December 31, 2014.

FPI is the sole member of the sole general partner of Farmland Partners Operating Partnership, LP (the "Operating Partnership"), which was formed in Delaware on September 27, 2013. All of FPI's assets are held by, and its operations are primarily conducted through, the Operating Partnership and the wholly owned subsidiaries of the Operating Partnership. As of December 31, 2021, FPI owned a 97.0% interest in the Operating Partnership. See "Note 9—Stockholders' Equity and Non-controlling Interests" for additional discussion regarding Class A Common units of limited partnership interest in the Operating Partnership ("Common units") and Series A preferred units of limited partnership interest in the Operating Partnership ("Series A preferred units"). Unlike holders of FPI's common stock, holders of the Operating Partnership's Common units and Series A preferred units generally do not have voting rights or the power to direct the affairs of FPI.

References to the "Company," "we," "us," or "our" mean collectively FPI and its consolidated subsidiaries, including the Operating Partnership.

Our primary strategic objective is to be a leading institutional acquirer, owner and/or manager of high-quality farmland located in agricultural markets throughout North America. As of the date of this Annual Report on Form 10-K, we own farms with an aggregate of approximately 160,200 acres in Alabama, Arkansas, California, Colorado, Florida, Georgia, Illinois, Kansas, Louisiana, Michigan, Mississippi, Missouri, North Carolina, Nebraska, South Carolina, South Dakota, and Virginia. In addition, we serve as property manager over approximately 26,300 acres (see "Note 4—Related Party Transactions"). As of December 31, 2021, the Operating Partnership owned a 9.97% equity interest in Promised Land Opportunity Zone Farms I, LLC (the "OZ Fund"), an unconsolidated equity method investment, that holds 10 properties (see "Note 1, Convertible Notes Receivable"). As of the date of this Annual Report on Form 10-K, approximately 70% of our owned portfolio (by value) is used to grow primary crops, such as corn, soybeans, wheat, rice and cotton, and approximately 30% is used to produce specialty crops, such as almonds, citrus blueberries, and vegetables. We believe our portfolio gives investors the economic benefit of increasing global food demand in the face of growing scarcity of high-quality farmland and will continue to reflect the approximate allocation of U.S. agricultural output between primary crops and animal protein (whose production relies principally on primary crops as feed), on one hand, and specialty crops, on the other.

In addition, we offer a loan program (the "FPI Loan Program") pursuant to which we make loans to third-party farmers (both tenant and non-tenant) to provide financing for property acquisitions, working capital requirements, operational farming activities, farming infrastructure projects and for other farming and agricultural real estate related projects.

FPI Agribusiness Inc., a wholly owned subsidiary (the "TRS" or "FPI Agribusiness"), is a taxable REIT subsidiary that was formed to provide volume purchasing services to the Company's tenants and to directly operate farms under certain circumstances. As of December 31, 2021, the TRS performed direct farming operations on 2,973 acres of permanent crop farmland owned by the Company located in California and Michigan.

FPI strategically seeks opportunities to engage in environmentally friendly usage of our farmland. We have long-term lease arrangements on certain farm properties pursuant to which operators engage in solar and wind energy production. Currently, 14 of our farms, which collectively comprise approximately 9,010 acres, have leases for renewable energy production, and 24 of our farms, which collectively comprise approximately 10,852 acres, have lease options for potential future solar or wind development.

Our principal source of revenue is rent from tenants that conduct farming operations on our farmland pursuant to leases with terms ranging primarily from one to three years. The majority of the leases that are in place as of the date of this Annual Report on Form 10-K have fixed rent payments. Some of our leases have variable rents based on the revenue generated by our farm-operator tenants. We believe that a mix of fixed and variable rents will help insulate us from the variability of farming operations and reduce our credit-risk exposure to farm-operator tenants while making us an attractive landlord in certain regions where variable leases are customary. However, we may be exposed to tenant credit risk and farming operation risks, particularly with respect to leases that do not require advance payment of 100% of the fixed rent, variable rent arrangements and leases with terms greater than one year.

We elected and qualified to be taxed as a real estate investment trust ("REIT"), under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "Code"), commencing with our short taxable year ended December 31, 2014.

Full Year 2021 Highlights

During 2021:

- Operating revenue increased 2.1% from $50.7 million, $51.2 million excluding litigation related items[1], for the year ended December 31, 2020 to $51.7 million for the year ended December 31, 2021;
- Net income increased 36.2% from $7.5 million, $10.2 million excluding litigation related items[2], for the December 31, 2020 to $10.3 million, $18.5 million excluding litigation related items[1], for the December 31, 2021;
- Adjusted Funds from Operations ("AFFO") changed from $1.8 million, $4.5 million excluding litigation-related items[2], for the year ended December 31, 2020 to $0.4 million, $8.6 million excluding litigation-related items[1], for the year ended December 31, 2021;
- We completed 12 acquisitions in the Corn Belt, Delta and South, High Plains, Southeast and West Coast regions during the year ended December 31, 2021. Aggregate consideration for these acquisitions totaled $81.2 million;
- We completed 12 dispositions consisting of 20 properties in the Corn Belt, Delta and South and Southeast regions. The Company received cash consideration for these dispositions totaling $70.6 million and $2.4 million of convertible notes receivable (which was subsequently converted to membership interests in the OZ Fund on July 16, 2021), and recognized an aggregate gain on sale of $9.3 million;
- We began engaging in third-party asset management in the first quarter of 2021, when we entered into an agreement to manage a portfolio of properties on behalf of the OZ Fund;
- We acquired Murray Wise Associates, LLC ("MWA"), an agricultural asset management, brokerage and auction company in November 2021, further increasing our asset management capabilities and adding brokerage and auction business activities to our potential revenue sources;
- We converted all 5,806,797 shares of the outstanding 6.00% Series B Participating Preferred Stock, $0.01 par value per share (the "Series B Participating Preferred Stock") into shares of common stock on October 4, 2021; and
- We sold 2,112,773 shares generating $27.6 million in gross proceeds and $27.3 million in net proceeds under the "at-the-market" equity offering programs.

For a definition of AFFO and a reconciliation of net income to AFFO, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations – Non-GAAP Financial Measures."

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(1) For the year ended December 31, 2021, legal and accounting expense included $8.8 million related to litigation and revenue included $0.6 million of litigation settlement proceeds related to Rota Fortunae, resulting in a net impact of $8.2 million. See Note 8 to our Consolidated Financial Statements included in Part IV, Item 8 of this Annual Report on Form 10-K for more information on the Rota Fortunae case.

(2) For the year ended December 31, 2020, legal and accounting expense included $2.7 million related to litigation.

Investment Focus

We seek to invest in farmland that will give our stockholders exposure to a well-diversified portfolio of high-quality U.S. farmland, while offering an attractive risk-adjusted combination of stable rental income generation and value appreciation. Our principal investment focus is on farmland located in agricultural markets throughout North America; however, we may seek to acquire farmland outside of North America in the future. We also may acquire properties related to farming, such as grain storage facilities, grain elevators, feedlots, cold storage facilities, controlled environment agriculture facilities, processing plants and distribution centers, as well as livestock farms or ranches. In addition, under the FPI Loan Program, we may provide loans to farm operators secured by farmland, properties related to farming, crops (growing or stored), and/or agricultural equipment. We may also invest in other agriculture related business, typically through our TRS.

Crop Categories

Primary vs Specialty Crops

Farm crops generally can be divided into two principal categories: primary crops and specialty crops. Primary crops include, among others, corn, soybeans, wheat, rice and cotton. Primary crops are generally grown in rows and are often referred to as row crops. Specialty crops can be divided into two categories: annual specialty crops (generally vegetables) and permanent specialty crops (fruits and nuts grown on trees, bushes or vines). Over the long term, we expect that our farmland portfolio will continue to be comprised of approximately 70% primary crop farmland and 30% specialty crop farmland by value, which we believe will give investors the economic benefit from increasing global food demand in the face of growing scarcity of high quality farmland and will reflect the approximate allocation of U.S. agricultural output between primary crops and animal protein (whose production relies principally on primary crops as feed), on one hand, and specialty crops, on the other.

Primary Crops

The most widely grown crop in the United States is corn, at approximately 91 million acres. The uses of corn and approximate percent of total uses during the 2020/2021 marketing year (September 2020 to August 2021) are as follows: animal feed and residual products (35%); ethanol and its animal feed byproducts known as distillers' dried grains with solubles or DDGS (31%); exports (17%); other sugars, starches, cereals, seeds (9%); and ending stocks or inventory (8%).

The second most widely grown crop in the United States is soybeans, at approximately 86 million acres. The uses of soybeans and approximate percent of total uses during the 2020/2021 marketing year (September 2020 to August 2021) are as follows: exports (48%); crushings (45%); seed and residual (2%); and ending stocks or inventory (5%). The process of crushing soybean produces soybean oil, soybean meal, hulls and waste. Soybean meal is used as animal feed both domestically and in the export market. Soybean oil is used for food, biofuel, and is exported.

The third most widely grown crop in the United States in wheat, at approximately 49 million acres. The uses of wheat and approximate percent of total uses during the 2020/2021 marketing year (June 2020 to May 2021) are as follows: exports (34%); food (32%); seed, feed and residual (5%); and ending stocks or inventory (29%).

Annual vs. Permanent Crops

Our portfolio includes farms that produce both annual and permanent crops. Annual crops, such as wheat, corn and soybeans, are planted every year whereas permanent crops, such as trees, bushes and vines, are planted and bear crops over multiple years without replanting. We believe exposure to both annual and permanent crops is an attractive strategy and offers diversification benefits to our portfolio. Annual and permanent crops typically serve different end-markets and generally have uncorrelated pricing.

U.S. Farmland Property

We believe that the United States offers farmland investors exposure to financial benefits driven by the fundamentals of agricultural production and farmland appreciation without many of the risks that come with farmland investments in many other countries. In the United States, the farmland market is relatively liquid and there is virtually no land title risk. As an asset class, United States farmland has lower leverage compared to other real estate sectors. According to USDA data from February 2022, real estate debt on farms is $312 billion, compared to a real estate value of $2.7 trillion, representing an 11% debt-to-equity ratio. The United States has the largest, lowest-cost grain transportation infrastructure in the world, leaving more margin to the grain producer and landowner. Moreover, the United States is one of the largest domestic markets for primary crops, which are typically priced in U.S. dollars. Lastly, we believe that in most major U.S. agricultural markets, multiple quality farm-operator tenants compete for farmland lease opportunities.

We may consider investing in farmland in other countries that, like the United States, offer virtually no land title risk, a sophisticated farm-operator tenant environment and attractive rental rates, such as Canada, Australia or New Zealand.

Leased Properties

The business of farming carries materially more operating risk than owning and leasing farmland to farm operators, although such risk can be mitigated through crop insurance and other risk management tools. We expect to continue to lease a majority of our properties on a fixed-rent basis that does not depend on the success of the tenant's farming operations. Moreover, a majority of the leases in our portfolio provide that at least 50% (and sometimes 100%) of the annual fixed rent is due and payable in advance of each spring planting season, and we expect that a majority of the fixed-rent leases we enter into in the future will have a similar requirement, which reduces our credit-risk exposure in the event of operational issues with the farm-operator tenant. However, to the extent we enter into leases that do not require advance payment of 100% of the annual rent or have terms greater than one year, we may be subject to tenant credit risk and more susceptible to the risks associated with declines in the profitability of tenants' farming operations, and we take such risk into consideration when evaluating the potential return on a farm. We may use variable-rent leases, which depend in part on crop yields and prices, in regions where such arrangements are prevalent or when we expect that such arrangements will be more profitable to us on a risk-adjusted basis. We also may utilize hybrid lease arrangements that provide for a combination of fixed rent and variable rent.

We expect to continue to lease the majority of our primary crop farmland under leases that require the tenant to either pay or reimburse us for substantially all of the property's operating expenses, including maintenance, water usage and insurance. Consistent with industry practices, we expect that we will generally be responsible for plantings and associated improvements on our permanent crop farmland while our tenants will be responsible for all operating costs. Many of our leases provide for the reimbursement by the tenant of the property's real estate taxes that we pay in connection with the farms they rent from us. The rental payments we receive from the farm operators are the primary source of any distributions that we make to our stockholders.

We expect that over time rental income will increase. Most farmland in the areas where we own or intend to acquire land is leased under short-term leases (typically five years or less), and we plan to lease our primary crop properties under short-term leases when possible. By entering into short-term leases, we believe we will be in a position to increase our rental rates when the leases expire. However, we can provide no assurances that we will be able to increase our rental rates, or even maintain them at the same level, when the leases are renewed or the land is re-leased.

We believe quality farmland has a near-zero vacancy rate, and we believe that all high-quality farmland in an area with a competitive tenant environment is generally leased and farmed each year. In the event of a tenant's failure to pay rent due in advance of the spring planting season, we will seek to terminate the lease and rent the property to another tenant that could then plant and harvest a crop that year. As a result, we believe there is a reduced risk of vacancy on our properties when compared to most other types of commercial properties, such as office buildings or retail properties.

Tenants

We believe the areas where we own and intend to acquire farmland are characterized by a competitive farm-operator tenant environment, with multiple experienced farm operators seeking to expand their operations by leasing additional farmland. Farmers have long rented land to increase operations without having to invest the capital required to own the land. USDA data shows that rented land as a percentage of total farmland acres has been in the 35% to 40% range going back to the 1960s.

Non-Farming Leases

In addition to leases entered into in connection with farming operations, we seek additional sources of income from our properties that are either incremental, such as wind easements and recreational leases, or are higher than farming rents, such as leases for solar power installations. While we do not believe that such non-farming lease income will constitute a significant percentage of our total revenues, they offer opportunities to enhance returns to stockholders at little or no cost to us.

Family-Owned Properties

According to America's Diverse Family Farm 2021 Edition, a USDA report, family farms accounted for approximately 98% of the total farms in the United States. As shown below, small family farms represent the greatest number of farms and amount of land, while large-scale family farms represent the greatest value of production.

Farm Category	Annual Gross Farm Cash Income	Number of Farms	Percent of Farms	Percent of Land Area	Value of Production
Small Family Farms	Less than $350,000	1,793,434	89.2 %	48.3 %	20.4 %
Midsize Family Farms	Less than $1,000,000	112,122	5.6 %	21.6 %	20.2 %
Large-Scale Family Farms	Greater than $1,000,000	57,832	2.9 %	23.6 %	46.0 %
Nonfamily Farms		47,275	2.3 %	6.5 %	13.4 %
Total		2,010,663	100.0 %	100.0 %	100.0 %

Farmland leases allow farm operators to unlock personal or family capital/net worth that would otherwise be tied up in land ownership while retaining the ability to conduct their livelihoods on land that is familiar to them. We believe that many farm families and individuals may wish to engage in sale-leaseback transactions to grow their farming operations or in other business endeavors, or for estate planning reasons.

As an alternative to selling their farmland to us in an all-cash transaction, we believe that many farm owners may be interested in selling their farmland to us in exchange for Operating Partnership units in order to own a diversified portfolio of agricultural real estate in transactions that may qualify as tax-deferred contributions to a partnership under U.S. federal income tax laws. In addition, because we intend to make cash distributions quarterly or annually, Partnership unit holders would receive regular cash distributions, and their investment would be diversified across a much larger number of properties than the single property in which they were invested before such contribution. Finally, Partnership unit holders would have the flexibility to tender their Partnership units in the future for redemption by us for cash, or, at our election, shares of our common stock that they could then sell in the public market, thereby allowing these sellers to determine the timing of recognizing taxable gain. Because we expect the issuance of Partnership units in exchange for farmland generally will be driven by the desires of prospective sellers, we do not know how frequently we will issue Partnership units in exchange for farmland properties. However, we believe that using Partnership units as acquisition consideration can be a significant part of our property acquisition strategy.

Other Investments

In addition to farmland, we also may acquire properties related to farming, such as grain storage facilities, grain elevators, feedlots, cold storage facilities, processing plants and distribution centers, as well as livestock properties.

Underwriting Criteria and Due Diligence Process

Selecting the Property

We seek to acquire high quality farmland that offers an attractive risk-adjusted balance of current income and value appreciation potential. We believe our management team's deep understanding of agribusiness fundamentals and insight into factors affecting the value of farmland allow us to identify properties consistent with our investment criteria. We believe the following factors are important in the selection of farmland:

- *Soil Quality*—Soil quality is a fundamental determinant of farmland productivity and therefore of its value. In general, we focus on farmland with average or better-than-average soil.

- *Water Availability*—Appropriate water availability is an essential input to farming and a key consideration in determining the productivity and value of farmland. We seek to acquire farmland where water availability through precipitation and irrigation meets the agronomic needs of the crops expected to be grown. As part of our acquisition due diligence process, we evaluate properties for water availability and any associated ground or surface water rights. Where appropriate, we may also invest in irrigation infrastructure to improve the productivity of properties we own. Occasionally we may acquire farmland at prices that more than compensate us for any potential reduction in water availability, which, in the future may result in a shift to different crops or production systems.

- *Robust and Competitive Tenant Environment*—We focus primarily on farmland located in areas characterized by a robust and competitive tenant environment, with a relatively large population of experienced farm operators as potential tenants.

- *Market Access*—Due to the higher costs of road transportation, the location of primary crop farmland relative to points of demand (e.g., grain elevators, feedlots and ethanol plants) or access to low-cost transportation (e.g., river ports and rail loading facilities) determines the premium or discount in farm-gate commodity prices compared to the general market prices (also known as "basis"), and therefore is one of the factors that impacts its value. We focus on acquiring primary crop farmland in areas with substantial farming infrastructure and low transportation costs, including markets with access to river and rail transportation.

- *Climate*—Crops have particular climatic growing requirements. Accordingly, we seek to acquire properties in regions with climates conducive to the expected crops. We believe that diversification within and across core farming regions and crop types provides significant annual and long-term risk mitigation to our investors.

We perform a due diligence review with respect to each potential property acquisition. The due diligence investigation includes both property-specific factors (e.g., soil types and fertility, water availability and rights, topographical characteristics and property taxes) and location-specific factors (e.g., climate, tenant availability and quality, and market access). As part of our due diligence process, we also perform a valuation of each target property and estimate expected lease rates.

Selecting Tenants

We intend to continue to focus primarily on farm properties located in areas with a robust and competitive environment of experienced tenants. In general, the tenant selection process focuses primarily on candidates' experience and reputation based upon background and reference checks, as well as their willingness and ability to pay competitive rental rates. In geographic areas where we already own one or more properties, we may give our existing local tenants priority consideration, especially when a tenant sources the property acquisition opportunity. We believe our use of leases pursuant to which at least 50% of the annual rent is payable in advance of each spring planting season mitigates the tenant credit risk associated with the variability of farming operations that could be adversely impacted by poor crop yields, weather conditions, mismanagement, undercapitalization or other factors affecting our tenants. Tenant credit risk is further mitigated by typically requiring that our tenants maintain crop insurance and by our claim on a portion of the related proceeds, if any, from crop insurance as well as by our security interest in the growing crops. In addition, we monitor our

existing tenants by periodically conducting site visits of the farms and meeting with the tenants to discuss their farming operations and the condition of the farms. However, in some circumstances, we may be exposed to tenant credit risk and may be subject to farming operation risks, such as adverse weather conditions and declines in commodity prices, particularly with respect to leases that do not require advance payment of 100% of the annual rent, variable-rent leases for which the rent is based on a percentage of a tenant's farming revenues and leases with terms greater than one year. See "Risk Factors—Risks Related to Our Business and Properties." We do not intend to continuously monitor and evaluate tenant credit quality and may be subject to risks associated with our tenants' financial condition and liquidity position.

Complementary Businesses

FPI Loan Program

We believe that our existing systems and personnel are well suited to source, diligence, close and manage loans under the FPI Loan Program at little or no additional operating cost to us. We believe that the business of making loans to farm operators secured by farmland, properties related to farmland, crops (growing or stored), and/or agricultural equipment leverages the substantial expertise in agribusiness possessed by the FPI team and is highly complementary to our core business of investing in farmland. We generally find potential borrowers during the process of sourcing farm acquisitions. We conduct due diligence on loan collateral largely the same way we conduct due diligence on potential farm acquisitions, and we screen potential borrowers using criteria similar to those used to screen potential tenants. The FPI Loan Program offering gives us an increased visibility in the marketplace, thereby benefiting our core farmland investing business.

Asset Management for Third Parties

We believe that our existing systems and personnel are well suited to source, diligence, close and manage farmland on behalf of third parties at little or no additional cost to us, generating fee income without capital investment. We started engaging in this business through our TRS in the first quarter of 2021, when we entered into an agreement to manage a portfolio of properties on behalf of the OZ Fund. The acquisition of MWA in November 2021 further increased our asset management capabilities.

Brokerage and Auction Services

The acquisition of MWA also added brokerage and auction business activities for clients seeking to sell farmland. This increases our breadth of activities in the farmland sector, while adding additional sources of revenue and market insight.

Seasonality

We recognize rental revenue from fixed-rate farmland leases on a pro rata basis over the non-cancellable term of the lease in accordance with accounting principles generally accepted in the United States ("GAAP"). Notwithstanding GAAP accounting requirements to spread rental revenue over the lease term, a significant portion of fixed rent is received in a lump sum before planting season, in the first quarter, and after harvest, in the fourth quarter. We receive a significant portion of our variable rental payments in the fourth calendar quarter of each year, following harvest, with only a portion of such payments being recognized ratably through the year in accordance with GAAP, in relation to crop insurance contracts entered into by our tenants. The highly seasonal nature of the agriculture industry causes seasonality in our business to some extent. Our financial performance should be evaluated on an annual basis, which eliminates impacts of seasonality and other similar factors that may cause our quarterly results to vary during the course of the year.

Our Properties

As of the date of this Annual Report on Form 10-K, we own approximately 160,200 total acres of farmland. In addition, the Company serves as property manager over approximately 26,300 acres (see "Note 4—Related Party Transactions"). During the year ended December 31, 2021, the Company completed 12 acquisitions in the Corn Belt, Delta and South, High Plains, Southeast and West Coast regions. Aggregate consideration for these acquisitions totaled $81.2 million, of which $28.4 million was paid through the issuance of notes payable. Also, during the year ended December 31,

2021, the Company completed 12 dispositions consisting of 20 farms in the Corn Belt, Delta and South and Southeast regions. We received cash consideration for these dispositions totaling $70.6 million and $2.4 million of convertible notes receivable (which was subsequently converted to membership interests in the OZ Fund on July 16, 2021), and recognized an aggregate gain on sale of $9.3 million. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" for more information about our portfolio. The distribution of farms owned by regions is as follows:

Region (1)	Owned Acres	Managed Acres	Total Acres
Corn Belt	44,058	18,697	62,755
Delta and South	32,878	1,489	34,367
High Plains	30,853	—	30,853
Southeast	40,657	6,107	46,764
West Coast	11,752	—	11,752
	160,198	26,293	186,491

(1) Corn Belt includes farms located in Illinois, Indiana, Iowa, Michigan, Missouri and eastern Nebraska. Delta and South includes farms located in Arkansas, Louisiana, and Mississippi. High Plains includes farms located in Colorado, Kansas, western Nebraska, and South Dakota. Southeast includes farms located in Alabama, Florida, Georgia, North Carolina, South Carolina and Virginia. West Coast includes farms located in California.

As of the date of this Annual Report on Form 10-K, our portfolio has the following rent payments estimated for 2022. This table does not include other revenues, such as auction and brokerage revenue:

($ in thousands)	2022 Forecast Range	
Payment Type or Status - as of the date of this Annual Report	**Low**	**High**
Fixed payments (1)	$ 36,300	$ 36,500
Variable payments (2)	10,600	10,900
	$ 46,900	$ 47,400

(1) Includes fixed farm rent, wind, solar, hunting rent, tenant reimbursements, management fees, and interest income.

(2) Management estimate based on farms' historical productivity and regional crop price projections. We can provide no assurance that crop yields and prices will reach expected levels or that we will obtain the variable payments we anticipate. Please note that approximately $6.5 million of variable payments are generated by a single lease whereby total revenue is sufficient to cover its payment by a multiple of approximately 2x.

Tax Status

We elected and qualified to be taxed as a REIT for U.S. federal income tax purposes commencing with our short taxable year ended December 31, 2014. Our qualification as a REIT will depend upon our ability to meet, on a continuing basis, through actual investment and operating results, various complex requirements under the Code, relating to, among other things, the sources of our gross income, the composition and values of our assets, our distribution levels and the diversity of ownership of our capital stock. We believe that we are organized in conformity with the requirements for qualification as a REIT under the Code and that our intended manner of operation will enable us to meet the requirements for qualification and taxation as a REIT for U.S. federal income tax purposes.

As a REIT, we generally are not subject to U.S. federal income tax on our taxable income that we distribute to our stockholders. Under the Code, REITs are subject to numerous organizational and operational requirements, including a requirement that they distribute on an annual basis at least 90% of their REIT taxable income, determined without regard to the deduction for dividends paid and excluding any net capital gains. If we fail to qualify for taxation as a REIT in any taxable year and do not qualify for certain statutory relief provisions, our income for that year will be subject to tax at regular corporate rates, and we would be disqualified from taxation as a REIT for the four taxable years following the year during which we ceased to qualify as a REIT. Even if we qualify as a REIT for U.S. federal income tax purposes, we may still be subject to state and local taxes on our income and assets and to U.S. federal income and excise taxes on our undistributed income. Additionally, any income earned by FPI Agribusiness Inc., our taxable REIT subsidiary, and any other taxable REIT subsidiaries that we form or acquire in the future will be fully subject to U.S. federal, state and local corporate income tax.

Insurance

The Company maintains comprehensive property and casualty and general liability insurance through its relationship with a national insurance brokerage firm with extensive agricultural experience. The Company's workers' compensation is provided through a professional employee organization. Certain other insurance programs are maintained as required by contract or deemed necessary by our management team, including crop insurance for farms operated by the Company. Under the terms and conditions of the leases on our current properties, tenants are generally required, at their expense, to obtain and keep in full force during the term of the lease, liability insurance and to name us an additional insured party. To the extent required, tenants also maintain workers' compensation policies for their businesses. These policies include liability coverage for bodily injury and property damage arising out of the ownership, use, occupancy or maintenance of the properties and all of their appurtenant areas. The terms of leases that include variable rent payments generally require the tenant to carry crop insurance protecting against crop failures and/or crop price declines.

Regulation

Farming Regulations

The farmland that we own and intend to acquire is used for growing crops and is subject to the laws, ordinances and regulations of state, local and federal governments, including laws, ordinances and regulations involving land use and usage, water rights, treatment methods, disturbance, the environment and eminent domain.

Farmland is principally subject to environmental and agricultural laws, ordinances and regulations. Each governmental jurisdiction has its own distinct laws, ordinances and regulations governing the use of farmland. Many such laws, ordinances and regulations seek to regulate water usage and water runoff because water can be in limited supply, as is the case where certain of the properties in our portfolio are located.

All of the farms in our portfolio have sources of water, including expected precipitation, wells and/or surface water, that currently provide sufficient amounts of water necessary for the current farming operations at each location. However, should the need arise for additional water from wells and/or surface water sources, such permits and approvals may be difficult to obtain in areas with limited supply of available water. We believe that as of the date of this Annual Report on Form 10-K our farms are in compliance with applicable state, county and federal environmental and agricultural regulations.

In addition to the regulation of water usage and water runoff, state, local and federal governments also seek to regulate the type, quantity and method of use of chemicals and materials for growing crops, including fertilizers, pesticides and nutrient rich materials. Such regulations could include restricting or preventing the use of such chemicals and materials near residential housing or near water sources. Further, some regulations have strictly forbidden or significantly limited the use of certain chemicals and materials.

As an owner of farmland, we may be liable or responsible for the actions or inactions of our tenants with respect to these laws, regulations and ordinances.

Real Estate Industry Regulation

Generally, the ownership and operation of real properties is subject to various laws, ordinances and regulations, including regulations relating to zoning, land use, water rights, wastewater, storm water runoff and lien sale rights and procedures. These laws, ordinances or regulations, such as the Comprehensive Environmental Response and Compensation Liability Act ("CERCLA") and its state analogs, or any changes to any such laws, ordinances or regulations, could result in or increase the potential liability for environmental conditions or circumstances existing, or created by tenants or others, on our properties. Laws related to upkeep, safety and taxation requirements may result in significant unanticipated expenditures, loss of our properties or other impairments to operations, any of which would adversely affect our cash flows from operating activities.

Environmental Matters

As an owner of real estate, we will be subject to various federal, state and local environmental laws, regulations and ordinances and also could be liable to third parties resulting from environmental contamination or noncompliance at our properties. Environmental laws often impose liability without regard to whether the owner or operator knew of or was responsible for the presence of the contaminants. The costs of any required investigation or cleanup of these substances could be substantial. The liability is generally not limited under such laws and could exceed the property's value and the aggregate assets of the liable party. The presence of contamination or the failure to remediate contamination at our properties also may expose us to third-party liability for personal injury or property damage or adversely affect our ability to lease the real property or to borrow using the real estate as collateral. These and other risks related to environmental matters are described in more detail in "Item 1A. Risk Factors."

Environmental, Social and Governance ("ESG")

We believe a strong commitment to ESG supports our business model, promotes environmental stewardship, sustains a safe and healthy workplace, and upholds high standards of business ethics and conduct. Our ESG policy is founded on the principle of helping feed the world, especially people in poverty, with the least negative environmental impact possible.

Environmental Sustainability

Farmland is more environmentally friendly than most types of commercial real estate, as agriculture naturally uses solar energy to capture carbon dioxide from the atmosphere and convert it into food, feed, fuel, and fiber. Principles of environmental sustainability are deeply interwoven into modern agricultural practices and are embedded into our farmland acquisition criteria and management practices. We foster long term relationships with our tenants, who are incentivized to provide good stewardship for the land they rent from us. The use of farmland as a carbon sink to generate carbon credits is a double-impact (environmental and financial) opportunity that we believe will continue to increase in significance in coming years.

Renewable energy generation (wind and solar) is a component of our business model of growing importance. As of December 31, 2021, we leased acres to support 5 solar energy projects across 5 farms and 3 wind energy projects across 9 farms, which have the capacity to generate approximately 64 and 47 megawatts of renewable energy respectively. We own 24 additional farms which have options for future solar projects. We expect to continue to take advantage of opportunities to place solar panels and windmills on farmland owned by FPI.

We place significant emphasis on the support of biodiversity and wildlife. Our portfolio supports biodiversity through the enrollment of acres, in partnership with our tenants, in the U.S. Department of Agriculture's Conservation Reserve Program (CRP). In exchange for a yearly rental payment, CRP participants agree to remove less-productive land from agricultural production and re-establish native vegetation to improve water quality, prevent erosion, and protect wildlife habitat. We also formed a partnership with Ducks Unlimited in 2021 to sell approximately 1,268 acres in a three-part conservation transaction to support habitat restoration and protection in Virginia. Many more of our farms provide habitat for waterfowl and other wildlife.

Social Impact, Human Rights, and Company Culture

Utilizing land for farming creates a more sustainable future for all by affordably feeding the world's growing population and supplying food products that support better nutrition, both quantitatively and qualitatively. Moreover, we are a channel to bring capital, and therefore economic activity, to rural communities throughout the United States, supporting farming as a livelihood as it has been for thousands of years. We support the United Nations' Universal Declaration of Human Rights and are committed to ensuring that human rights are respected throughout our extended community of employees, tenants and suppliers. We require our tenants to comply with all applicable labor and environmental regulations. We foster a company culture based on open communication and professional growth, and support employees engaged with non-profit organizations.

Governance Fiduciary Duties and Ethics

We recognize that transparency and employing an array of best practices in corporate governance better serves all stakeholders. We have six independent directors who have very diverse backgrounds and bring different perspectives to our board, which promotes better strategic thinking and planning in addition to thoughtful and robust oversight. Our Board of Directors, management team and employees maintain the highest ethical standards across our processes, business practices, and policies.

ESG Leadership and Strategy

ESG is considered a high priority topic at all levels in our organization, with a commitment formulated by the Board of Directors and senior management team. Going forward, we intend to maintain and expand our focus on ESG principles already embedded in our culture, policies and practices, gradually implementing efforts to measure, improve and communicate our performance. We expect our ESG objectives and the resources allocated to ESG matters will continue to evolve over time as we assess strategies that are most appropriate for our organization.

ESG Plan – 2022 and Beyond

In 2022, we have the objective to achieve the following:

- engaging with key stakeholders to formulate key priorities in measuring and communicating ESG performance;
- developing a more focused understanding and begin collecting quantitative data about our tenants' environmental sustainability practices;
- measuring our scope 1 and scope 2 greenhouse gas emissions;
- identifying specific objectives and a plan of action for future years.

Competition

Competition to acquire farmland can come from many different entities. Individual farmers are the most active buyers of farmland. Institutional investors, investment funds, other farmland REITs, individual investors and others also compete for farmland acreage. Investment firms that we might compete directly against could include agricultural investment firms such as Westchester Agriculture Asset Management (a TIAA company), Hancock Agricultural Investment Group, International Farming Corporation, Ceres Partners, Gladstone Land Corp, and UBS Agrivest. These firms engage in the acquisition, asset management, valuation and disposition of farmland properties.

Human Capital Resources

Our employees are vital to our success. Our goal is to ensure that we have the right talent, in the right place, at the right time. We do that through our commitment to attracting, developing and retaining our employees.

We have designed a compensation structure, including an array of benefit and long-term incentive plans, that we believe is attractive to our current and prospective employees. We also offer employees the opportunity to participate in conferences and continuing education.

We seek to retain our employees by using their feedback to create and continually enhance programs that support their needs. We have a formal performance review process for our employees. We have a values-based culture, an important factor in retaining our employees. We are committed to having a diverse workforce, and an inclusive work environment is a natural extension of our culture.

At February 25, 2022, we had 27 employees, 25 of which are full time. None of our employees are a member of a labor union.

Corporate Information

Our executive offices are located at 4600 South Syracuse Street, Suite 1450, Denver, Colorado 80237. Our telephone number at our executive offices is (720) 452-3100 and our corporate website is www.farmlandpartners.com. The information on, or accessible through, our website is not incorporated into and does not constitute a part of this Annual Report on Form 10-K or any other report or document we file with or furnish to the SEC.

Available Information

We file our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and all amendments to those reports with the SEC. You may obtain copies of these documents by accessing the SEC's website at www.sec.gov. In addition, as soon as reasonably practicable after such materials are furnished to the SEC, we make copies of these documents available to the public free of charge through our website or by contacting our Secretary at the address set forth above under "—Corporate Information."

Our Corporate Governance Guidelines, Code of Business Conduct and Ethics, and the charters of our audit committee, compensation committee, and nominating and corporate governance committee are all available in the Governance Documents section of the Corporate Information section of our website. The information accessible on our website is not incorporated in, nor should be considered a part of, this Annual Report on Form 10-K.

Financial Information

For required financial information related to our operations, please refer to our consolidated financial statements, including the notes thereto, included within this Annual Report on Form 10-K.

Item 1A. Risk Factors

Set forth below are the risks that we believe are material to our stockholders. You should carefully consider the following risks in evaluating our Company and our business. The occurrence of any of the following risks could materially adversely impact our financial condition, results of operations, cash flow, the market price of shares of our common stock and preferred stock and our ability to, among other things, satisfy our debt service obligations and to make distributions to our stockholders, which in turn could cause our stockholders to lose all or a part of their investment. Some statements in this report including statements in the following risk factors constitute forward-looking statements. Please refer to the section entitled "Special Note Regarding Forward-Looking Statements" at the beginning of this Annual Report on Form 10-K.

Risks Related to Our Business and Properties

Our business is dependent in part upon the profitability of our tenants' farming operations, and a sustained downturn in the profitability of their farming operations could have a material adverse effect on the amount of rent we can collect and, consequently, our cash flow and ability to make distributions to our stockholders.

We depend on our tenants to operate the farms we own in a manner that generates revenues sufficient to allow them to meet their obligations to us, including their obligations to pay rent and real estate taxes, maintain certain insurance coverage and maintain the properties generally. The ability of our tenants to fulfill their obligations under our leases depends, in part, upon the overall profitability of their farming operations, which could be adversely impacted by, among other things, adverse weather conditions, crop prices, crop disease, pests, and unfavorable or uncertain political, economic, business, trade or regulatory conditions. We are susceptible to any decline in the profitability of our tenants' farming operations, to the extent that it would impact their ability to pay rents. In addition, many farms are dependent on a limited number of key individuals whose injury or death may affect the successful operation of the farm. We can provide no assurances that, if a tenant defaults on its obligations to us under a lease, we will be able to lease or re-lease that farm on economically favorable terms in a timely manner, or at all. In addition, we may experience delays in enforcing our rights as landlord and may incur substantial costs in protecting our investment.

As a result, any downturn in the profitability of the farming operations of our tenants or a downturn in the farming industry as a whole could have a material adverse effect on our financial condition, results of operations, cash flow and ability to make distributions to our stockholders.

We have a substantial amount of indebtedness outstanding, which may expose us to the risk of default under our debt obligations, restrict our operations and our ability to grow our business and revenues and restrict our ability to pay distributions to our stockholders.

As of December 31, 2021, we had approximately $513.4 million of outstanding indebtedness excluding debt issuance costs, most of which is secured by mortgages on our farms. We intend to incur additional debt in connection with refinancing of existing indebtedness, future acquisitions or for other purposes and, if necessary, we may borrow funds to make distributions to our stockholders in order to qualify and maintain our qualification as a REIT for U.S. federal income tax purposes. On February 18, 2022, the Company entered into an agreement with Farm Credit Mid-America to extend the maturities on our $112.0 million of outstanding debt maturing on April 1, 2022 to March 1, 2027. In addition, we have sold farms in order to repay indebtedness in the past and may do so in the future. Such dispositions may come at inopportune times or on disadvantageous terms, which could result in losses.

In addition, our debt agreements include customary events of default, the occurrence of any of which, after any applicable cure period, would permit the lenders to, among other things, accelerate payment of all amounts outstanding under the loans and to exercise their remedies with respect to the collateral, including foreclosure and sale of the agricultural real estate securing the loans. Certain of our debt agreements also contain cross-default provisions that give the lender the right, in certain circumstances, to declare a default if we are in default under other loans. If we default on our debt coming due in 2022, it could cause the acceleration of a significant portion of our indebtedness as a result of these cross-default provisions If any one of these events were to occur, our financial condition, results of operations, cash flow and ability to pay distributions to our stockholders could be materially and adversely affected.

Mortgage debt obligations expose us to the possibility of foreclosure, which could result in the loss of our investment in a property or group of properties subject to mortgage debt.

As of December 31, 2021, we had approximately $513.4 million of outstanding mortgage indebtedness excluding debt issuance costs. We intend to finance future property acquisitions, in part, with mortgage indebtedness. Mortgage and other secured debt obligations increase our risk of property losses because defaults on indebtedness secured by properties may result in foreclosure actions initiated by lenders and ultimately our loss of the property securing any loans for which we are in default. Any foreclosure on a mortgaged property or group of properties could adversely affect the overall value of our portfolio of properties. For tax purposes, a foreclosure on any of our properties that is subject to a nonrecourse mortgage loan would be treated as a sale of the property for a purchase price equal to the outstanding balance of the debt secured by the mortgage. If the outstanding balance of the debt secured by the mortgage exceeds our tax basis in the property, we would recognize taxable income on foreclosure, but would not receive any cash proceeds, which could hinder our ability to meet the REIT distribution requirements imposed by the Code.

Our debt financing agreements restrict our ability to engage in certain business activities, including our ability to incur additional indebtedness, make capital expenditures and make certain investments.

Our existing debt financing agreements contain, and other debt financing agreements we may enter into in the future may contain, customary negative covenants and other financial and operating covenants that, among other things:

- restrict our ability to incur additional indebtedness;
- restrict our ability to incur additional liens;
- restrict our ability to make certain investments (including certain capital expenditures);
- restrict our ability to merge with another company;
- restrict our ability to sell or dispose of assets;
- restrict our ability to make distributions to stockholders; and
- require us to satisfy minimum financial coverage ratios, minimum tangible net worth requirements and maximum leverage ratios.

We are currently subject to, and may in the future be subject to, litigation or threatened litigation, which may require us to pay damages and expenses or restrict the operation of our business.

We are currently subject to, and may be subject in the future, to litigation or threatened litigation, including claims relating to the actions of our tenants, claims brought by stockholders, and otherwise in the ordinary course of business. In particular, we are subject to the risk of complaints by our tenants involving premises liability claims and alleged violations of landlord-tenant laws, which may give rise to litigation or governmental investigations, as well as claims and litigation relating to real estate rights or uses of our properties. We are also subject to ongoing shareholder litigation stemming from a "short and distort" attack against the Company in 2018 and are subject to a risk of additional shareholder litigation in the future. The pending claims against the Company have resulted in defense costs in excess of the company's insurance policies and potential further claims against the Company may result in significant additional defense costs and potentially significant judgments against us, some of which may not be, or cannot be, insured against. Additionally, whether or not any dispute actually proceeds to litigation, we may be required to pay damages or expenses, which may be significant, or involve our agreement with terms that restrict the operation of our business. We generally intend to vigorously defend ourselves; however, we cannot be certain of the ultimate outcomes of pending claims against the Company or of those claims that may arise in the future. Resolution of these types of matters against us may result in our having to pay significant fines, judgments, or settlements, which, if uninsured, or if the fines, judgments, and settlements exceed insured levels, could adversely impact our earnings and cash flows, thereby having an adverse effect on our financial condition, results of operations, cash flows and our ability to pay distributions on, and the per share trading price of, our common stock. Certain litigation or the resolution of certain litigation may affect the availability or cost of some of our insurance coverage and could expose us to increased risks that would be uninsured, and/or adversely impact our ability to attract officers and directors, which could adversely impact our results of operations, cash flows and our ability to pay distributions on, and the value of, our common and preferred stock. For more information about our ongoing legal proceedings, see Item 3, Legal Proceedings, included elsewhere in this Annual Report on Form 10-K.

We may incur significant costs if we are not successful in connection with the litigation we have filed against Sabrepoint.

As described in further detail in Item 3, Legal Proceedings, included elsewhere in this Annual Report on Form 10-K, on July 2, 2021, the Company filed a complaint against First Sabrepoint Capital Management, LP, Sabrepoint Capital Partners, LP, Sabrepoint Capital Participation, LP, George Baxter, and Donald Marchiony (collectively, "Sabrepoint") seeking relief for Sabrepoint's alleged role in a "short and distort scheme" to profit from an artificial decline in the Company's stock price stemming from an article posted on Seeking Alpha, which contained numerous false statements about the Company. On December 17, 2021, the Company's claims against Sabrepoint were dismissed by the court. We are pursuing an appeal of that order and are confident it will be overturned and the litigation will be allowed to proceed. We may not be successful in this litigation, in which case we would have incurred significant costs and expenses that we do not expect to be covered by insurance. Even if we are successful, there can be no assurance that we will be able to recover any damages award. To the extent that any such adverse effects exceed any benefits we may realize from pursuing this litigation, our business, prospects, financial condition and results of operations may suffer materially.

Approximately 70% of our portfolio is comprised of properties used to grow primary crops such as corn, soybeans, wheat, rice and cotton, which subjects us to risks associated with primary row crops.

By value, approximately 70% of our portfolio is used for primary crops, such as corn, soybeans, wheat, rice and cotton. As a result, any development or situation that adversely affects the value of properties generally or the prices of corn, soybeans, wheat, rice or cotton could have a more significant adverse impact on us than if our portfolio had less exposure to primary crops, which could materially and adversely impact our financial condition, results of operations and ability to make distributions to our stockholders.

Investments in farmland used for permanent/specialty crops have a different risk profile than farmland used for annual row crops.

By value, approximately 30% of our portfolio is used for permanent crops, and, in the future, we may add to our investments in farmland used for permanent crops, as opposed to annual row crops. Permanent crops have plant structures

(such as trees, vines or bushes) that produce yearly crops without being replanted. Examples include blueberries, oranges, apples, almonds and grapes. Permanent crops require more time and capital to plant and bear fruit and are more expensive to replace. If a farmer loses a permanent/specialty crop to drought, flooding, fire or disease, there generally would be significant time and capital needed to return the land to production because a tree or vine may take years to grow before bearing fruit.

Permanent crop plantings also reduce a farmer’s ability to adapt to changing market conditions by changing crops. If demand for one type of permanent crop decreases, the permanent crop farmer cannot easily convert the farm to another type of crop because permanent crop farmland is dedicated to one crop during the lifespan of the trees or vines and therefore cannot easily be rotated to adapt to changing environmental or market conditions.

Our failure to continue to identify and consummate suitable acquisitions would significantly impede our growth and our ability to further diversify our portfolio by geography, crop type and tenant, which could materially and adversely affect our results of operations and cash available for distribution to our stockholders.

Our ability to expand through acquisitions is important to our business strategy and requires that we identify and consummate suitable acquisition or investment opportunities that meet our investment criteria and are compatible with our growth strategy. We compete for the acquisition of farmland and properties related to farming with many other entities engaged in agricultural and real estate investment activities, including individual and family operators of farming businesses, corporate agriculture companies, financial institutions, institutional pension funds, public REITs, other real estate companies, private equity funds and other private real estate investors. These competitors may prevent us from acquiring desirable properties or may cause an increase in the price we must pay for such properties. Our competitors may adopt transaction structures similar to ours, which would decrease our competitive advantage in offering flexible transaction terms. In addition, the number of entities and the amount of funds competing for suitable investment properties may increase, resulting in increased demand and increased prices paid for these properties. If we pay higher prices for properties, our profitability may decrease, and you may experience a lower return on your investment. Our failure to identify and consummate suitable acquisitions would significantly impede our growth, which would adversely affect our results of operations and cash available for distribution to our stockholders.

Failure to succeed in new markets may have adverse consequences.

We intend to continue to acquire properties across the U.S. and may from time to time evaluate potential international acquisitions. When we acquire properties located in new geographic areas in the U.S. or internationally, or properties primarily devoted to a crop or industry with which we are less familiar (such as certain specialty crops, energy production, dairy farms or hog farms), we may face risks associated with a lack of market knowledge or understanding of the local market, including the availability and identity of quality tenants, forging new business relationships in the area, developing an understanding of a crop or industry unfamiliar to us, and unfamiliarity with local or crop-specific government requirements and procedures. Furthermore, the negotiation of a potential expansion into new markets or industries may divert management time and other resources. As a result, we may have difficulties executing our business strategy in these new markets, which could have a negative impact on our results of operations and ability to make distributions to our stockholders.

We do not continuously monitor and evaluate tenant credit quality and our financial performance may be subject to risks associated with our tenants' financial condition and liquidity position.

Certain of our leases do not require the full payment of rent in cash in advance of the planting season, which subjects us to credit risk exposure to our farm-operator tenants and the risks associated with farming operations, such as weather, commodity price fluctuations and other factors. We also are exposed to these risks with respect to leases for which the rent is based on a percentage of a tenant's farming revenues and leases with terms greater than one year. Because we do not monitor and evaluate the credit risk exposure related to farm-operator tenants on an ongoing basis, we are subject to the risk that our tenants, particularly those that may depend on debt and leverage to finance their operations, could be susceptible to bankruptcy in the event that their cash flows are insufficient to satisfy their financial obligations, including meeting their obligations to us under their leases. As a result, we may not become aware of a tenant's financial distress until the tenant fails to make payments to us when due, which may significantly reduce the amount of time we have to evict the tenant and re-lease the farmland to a new tenant before the start of the spring planting season, and in the event of

a tenant bankruptcy we may not be able to terminate the lease. If we are unable to re-lease the farmland on a timely basis, it could have a material adverse effect on our revenues.

Our short-term leases make us more susceptible to any decreases in prevailing market rental rates than would be the case if we entered into longer-term leases, which could have a material adverse effect on our results of operations and ability to make distributions to our stockholders.

Our leases with tenants engaged in farming operations have terms customary in the farming industry, ranging mostly from two to three years for row crops and one to seven years for permanent crops, with some permanent crop leases exceeding twenty years. We expect that most of the leases we enter into in the future will have two to seven-year terms. As a result, we are required to frequently re-lease our properties upon the expiration of our leases, which will make us more susceptible to declines in market rental rates than we would be if we were to enter into longer term leases. As a result, any decreases in the prevailing market rental rates in the geographic areas in which we own properties could have a material adverse effect on our results of operations and ability to make distributions to our stockholders.

We may be unable to collect balances due on our leases from any tenants in financial distress or bankruptcy, which could materially and adversely affect our financial condition, results of operations and cash flow.

We are subject to tenant credit risk. Our tenants, particularly those that may depend on debt and leverage, could be susceptible to defaults under their leases or bankruptcy in the event that their cash flows are insufficient to satisfy their financial obligations. Certain of our tenants have defaulted on their lease payments, and we have been forced to pursue alternative arrangements with those tenants in order to recover amounts due under the leases. In the future, we may be forced to enter into similar alternative arrangements or pursue litigation in order to collect payments from tenants who are unable make their lease payments as they come due. We can provide no assurances that we will be able to collect the full amount due under a particular lease if we are forced pursue alternative payment arrangements or litigation with any of our tenants.

If a bankrupt tenant rejects a lease with us, any claim we might have for breach of the lease, excluding a claim against collateral securing the lease, would be treated as a general unsecured claim. In the event of a tenant's default under its lease or its rejection of the lease in bankruptcy proceedings, we may be unable to locate a replacement tenant in a timely manner or on comparable or better terms. As a result, our financial condition, results of operations and ability to make distributions to our stockholders could be adversely affected.

We depend on external sources of capital that are outside of our control and may not be available to us on commercially reasonable terms or at all, which could limit our ability to, among other things, acquire additional properties, meet our capital and operating needs or make the cash distributions to our stockholders necessary to maintain our qualification as a REIT.

In order to maintain our qualification as a REIT, we are required under the Code to, among other things, distribute annually at least 90% of our REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain. In addition, we will be subject to income tax at regular corporate rates to the extent that we distribute less than 100% of our REIT taxable income, including any net capital gains. Because of these distribution requirements, we may not be able to fund future capital needs, including acquisition opportunities and principal and interest payments on any outstanding debt, from operating cash flow. Consequently, we rely on third-party sources to fund our capital needs. We may not be able to obtain such financing on favorable terms, in the time period we desire, or at all. Any debt we incur will increase our leverage, expose us to the risk of default and may impose operating restrictions on us, and any additional equity we raise (including the issuance of Common or preferred units) could be dilutive to existing stockholders. Our access to third-party sources of capital depends, in part, on:

- general market conditions, including conditions that are out of our control, such as actions or proposed actions of the current U.S. Presidential administration, the impact of health and safety concerns, such as the ongoing coronavirus pandemic and the recent spread of the Delta variant and emergence of the Omicron and other variants;

- novel and unforeseen market volatility and trading strategies, such as the massive short squeeze-rally caused by retail investors on retail trading platforms;
- the market's view of the quality of our assets;
- the market's perception of our growth potential;
- our debt levels;
- our current and expected future earnings;
- our cash flow and cash distributions; and
- the market price per share of our common stock and preferred stock.

If we cannot obtain capital from third-party sources, we may not be able to acquire properties when strategic opportunities exist, meet the capital and operating needs of our existing properties, satisfy our debt service obligations or make the cash distributions to our stockholders necessary to qualify and maintain our qualification as a REIT.

Illiquidity of real estate investments could significantly impede our ability to respond to adverse changes in the performance of our properties and harm our financial condition.

The real estate investments made, and to be made, by us may be difficult to sell quickly. As a result, our ability to promptly sell one or more properties in our portfolio in response to liquidity needs, changing economic, financial and investment conditions may be limited or we may have to sell properties at a loss. In addition, we seek to opportunistically dispose of properties when we are able to do so at a price we consider attractive and/or recognize a gain on sale. Return of capital and realization of gains, if any, from an investment generally will occur upon disposition or refinancing of the underlying property. We have used dispositions of assets in the past in order to meet our liquidity requirements. If we are required to dispose of additional assets for liquidity purposes, we may be unable to realize our investment objectives by sale, other disposition or refinancing at attractive prices within any given period of time or may otherwise be unable to complete any exit strategy. Opportunities to dispose of assets at a gain may not be available to us, which would reduce our cash on hand for stock repurchases, distributions to stockholders, or for any other purpose. In particular, weakness in or even the lack of an established market for a property, changes in the financial condition or prospects of prospective purchasers, changes in national or international economic conditions and changes in laws, regulations or fiscal policies of jurisdictions in which the property is located, in each case may limit our ability to dispose of a property.

In addition, the Code imposes restrictions on a REIT's ability to dispose of properties that are not applicable to other types of real estate companies. In particular, the tax laws applicable to REITs effectively require that we hold our properties for investment, rather than primarily for sale in the ordinary course of business, which may cause us to forego or defer sales of properties that otherwise would be in our best interests. Moreover, if we acquire properties from C corporations (*i.e.*, corporations generally subject to full corporate-level tax) in certain non-taxable transactions, as we have done in the past, built-in gain recognized on the non-taxable disposition of such properties within 5 years of our acquisition will be subject to tax at the highest applicable U.S. federal corporate income tax rate. Therefore, we may not be able to vary our portfolio in response to economic or other conditions promptly or on favorable terms.

Some state laws prohibit or restrict the ownership of agricultural land by business entities, which could impede the growth of our portfolio and our ability to diversify geographically.

Certain states, including Iowa, North Dakota, South Dakota, Minnesota, Oklahoma, Wisconsin, Missouri and Kansas, in which a substantial amount of primary crop farmland is located, have laws that prohibit or restrict to varying degrees the ownership of agricultural land by corporations or business entities like us. As of December 31, 2021, we owned 1,959 acres of farmland in Kansas, 815 acres in Missouri, and 1,690 acres in South Dakota, and our ownership of those farms may be challenged under Kansas, Missouri, or South Dakota law, in which case we may be required to sell those farms at an unfavorable time and on unfavorable terms. Additional states may, in the future, pass similar or more restrictive laws, and we may not be legally permitted, or it may become overly burdensome or expensive, to acquire properties in these states, which could impede the growth of our portfolio and our ability to diversify geographically in states that might otherwise have attractive investment opportunities.

Our farms are subject to adverse weather conditions, seasonal variability, crop disease and other contaminants, which may affect our tenants' ability to pay rent and thereby have a material adverse effect on our results of operations, financial condition, and our ability to make distributions to stockholders.

Crops are vulnerable to adverse weather conditions, including windstorms, tornados, floods, drought and temperature extremes, which are common but difficult to predict. Unfavorable growing conditions can reduce both crop yield and quality. Seasonal factors, including supply and consumer demand, may also have an effect on the value of crops grown by our tenants. In extreme cases, entire harvests may be lost in some geographic areas.

In addition, crops are vulnerable to disease and pests. Damages to tenants' crops may vary in severity and effect, depending on the stage of production at the time of infection or infestation, the type of treatment applied and climatic conditions. The costs to control these infestations vary depending on the severity of the damage and the extent of the plantings affected. These infestations can increase the costs and decrease the revenues of our tenants. Tenants may also incur losses from product recalls, fines or litigation due to other contaminants that may cause food borne illness. It is difficult to predict the occurrence or severity of such product recalls, fines or litigation as well as their impact upon our tenants.

We are particularly susceptible to adverse weather conditions (such as windstorms, tornados, floods, drought, hail and temperature extremes), transportation conditions (including navigation of the Mississippi River), crop disease, pests and other adverse growing conditions in California, Illinois, North Carolina, Colorado and Arkansas, which generate a significant portion of our revenues.

While many of our leases are on a fixed-rent basis that does not change based on the success of the farming operations, we also utilize variable-rent leases pursuant to which the amount of the rent depends on crop yields and prices in regions where such arrangements are prevalent. Adverse weather conditions, seasonal variability, crop disease, pests and contaminants could adversely affect the value of production on properties. This could impact our variable rent proceeds and our tenants' ability to continue to meet their obligations to us. This could have a material adverse effect on the value of our properties, our results of operations, financial condition, and our ability to make distributions to our stockholders.

For example, our tenants' profitability and, to some degree, our variable rent revenue were negatively impacted by extreme weather events in 2019 and 2020. Specifically, hurricane Michael affected our pecan farms in Alabama and Georgia, and excess rainfall affected several row crop farms in the Corn Belt, Delta and South, and Southeast regions. Furthermore, a heat wave affected an avocado farm in California, with a negative impact on 2019 revenue, an early season freeze in Michigan damaged a large portion of our blueberry crop, which had a negative impact on 2020 crop sales, and long periods of dense smoke from the 2020 summer wildfires in California damaged wine grapes on one of our vineyards, which had an adverse impact on 2020 crop share revenue.

The market prices of the crops that our tenants may produce on our agricultural properties have exhibited periods of volatility, which may affect our tenants' ability to pay rent and thereby have a material adverse effect on our results of operations and our ability to make distributions to stockholders.

The value of a crop is affected by many factors that can differ on a yearly basis. The unpredictability of weather and crop yields in the major crop production regions worldwide creates a significant risk of price volatility, which may either increase or decrease the value of the crops that our tenants produce each year. Other material factors adding to the volatility of crop prices are changes in government regulations and policy, fluctuations in global prosperity, fluctuations in foreign trade and export markets, and eruptions of military conflicts or civil unrest. Although rental payments under the majority of our leases typically are not based on the quality or profitability of our tenants' harvests, any of these factors could adversely affect our tenants' ability to meet their obligations to us and our ability to lease or re-lease properties on favorable terms, or at all, which could have a material adverse effect on the value of our properties, our results of operations and our ability to make distributions to our stockholders.

The impacts of trade disputes could adversely affect the profitability of our tenants' farming operations, which could have a material adverse effect on our results of operations, financial condition, ability to make distributions to our stockholders and the value of our properties.

The increased intensity and scope of trade disputes between the United States and its primary agricultural trade partners have increased the volatility of the market prices of certain crops that our tenants grow on our properties, and have strengthened the relative competitiveness of other countries producing the same crops. As a result, U.S. agricultural exports after phases of heightened trade tensions may not recover to prior levels. In addition, it is not clear whether the Biden administration will continue the trade policies of the Trump administration, or whether newly enacted trade policies will be effective at promoting agricultural exports. There can be no assurances as to the impact of any change in trade policy on market prices of crops. A reduction in crop prices could adversely affect the profitability of our tenants and negatively impact their ability to make rental payments as they come due. If we are unable to recover the rental payments, our results of operations, financial condition and ability to make distributions to our stockholders could be materially and adversely effected. If we are required to remove a tenant, we may not be able to re-lease the property at current rental rates or at all. Furthermore, prolonged trade disputes that lead to a continuation of depressed crop prices could materially and adversely affect the underlying value of our properties.

Adverse changes in government policies related to farming could affect the prices of crops and the profitability of farming operations, which could materially and adversely affect the value of our properties and our results of operations.

There are a number of government programs that directly or indirectly affect the profitability of farm operators. These include marketing, export, renewable fuel and insurance policies and programs. Significant changes to or the elimination of programs and policies could adversely affect crop prices and the profitability of farming operations, which could materially and adversely impact the value of our farms and our ability to lease them on favorable terms, or at all, which would have a material adverse effect on our results of operations.

If the U.S. Federal Reserve or other central banks embark on a substantial tightening of monetary policy in the future that causes real interest rates to rise substantially, it may cause land prices to decline if the rise in interest rates is not accompanied by rises in the general levels of inflation.

A substantial tightening of monetary policy by the U.S. Federal Reserve or other central banks would increase credit costs (through the resulting increase in interest rates) and decrease credit availability. The Federal Reserve has indicated that it expects to increase interest rates during 2022 and 2023 in order to help curb inflation, which could hurt farm operators because higher real interest rates (which is defined as nominal interest rates minus the inflation rate) result in higher borrowing costs for farmers and make it more difficult for farm operators to qualify for loans. Higher interest rates also tend to decrease U.S. and world economic growth, thus decreasing the demand for agricultural commodities.

All of these consequences could reduce farm income. If increases in real interest rates are not accompanied by higher levels of farm income and rents, this could lead to declines in agricultural land values and a reduction in our profitability, either of which would have a material adverse effect on our business or results of operations, financial condition, and ability to make distributions to our stockholders.

We may be subject to unknown or contingent liabilities related to acquired properties and properties that we may acquire in the future, which could have a material adverse effect on us.

Properties that we have acquired, and properties that we may acquire in the future, may be subject to unknown or contingent liabilities for which we may have no recourse, or only limited recourse, against the sellers. In general, the representations and warranties provided under the transaction agreements related to the purchase of properties that we acquire may not survive the completion of the transactions. Furthermore, indemnification under such agreements may be limited and subject to various materiality thresholds, a significant deductible or an aggregate cap on losses. As a result, there is no guarantee that we will recover any amounts with respect to losses due to breaches by the sellers of their representations and warranties. In addition, the total amount of costs and expenses that may be incurred with respect to liabilities associated with these properties may exceed our expectations, and we may experience other unanticipated adverse effects, all of which may materially and adversely affect us.

The loss of key management personnel, particularly Paul A. Pittman and Luca Fabbri, could have a material adverse effect on our ability to implement our business strategy and to achieve our investment objectives.

Our future success depends to a significant extent on the continued service and coordination of our senior management team, which is comprised of Paul A. Pittman, our Executive Chairman and Chief Executive Officer and Luca Fabbri, our President. We can provide no assurances that any of our key personnel will continue their employment with us. The loss of the services of Messrs. Pittman or Fabbri could have a material adverse effect on our ability to implement our business strategy and to achieve our investment objectives.

Joint venture investments could be adversely affected by our lack of sole decision-making authority, our reliance on co-venturers' financial condition and disputes between us and our co-venturers.

We have entered into joint investments (including our ownership interest in the OZ Fund) and may in the future, co-invest with third parties through partnerships, joint ventures or other entities, acquiring noncontrolling interests in or sharing responsibility for developing properties and managing the affairs of a property, partnership, joint venture or other entity. With respect to our ownership interest in the OZ Fund and any similar arrangements that we may enter into in the future, we are not, and in the future may not be, in a position to exercise sole decision-making authority regarding the property, partnership, joint venture or other entity. Such joint investments in partnerships, joint ventures or other entities may, under certain circumstances, involve risks not otherwise present with a direct investment in farmland properties, including the possibility that partners or co-venturers might become bankrupt or fail to fund their share of required capital contributions. Partners or co-venturers may have economic or other business interests or goals which are inconsistent with our business interests or goals and may be in a position to take actions contrary to our policies or objectives, and they may have competing interests in our markets that could create conflicts of interest. Such investments may also have the potential risk of impasses on decisions, such as a sale or financing, because neither we nor the partner(s) or co-venturer(s) would have full control over the partnership or joint venture. In addition, a sale or transfer by us to a third party of our interests in the joint venture may be subject to consent rights or rights of first refusal, in favor of our joint venture partners, which would in each case restrict our ability to dispose of our interest in the joint venture. Where we are a limited partner or non-managing member in any partnership or limited liability company, if such entity takes or expects to take actions that could jeopardize our status as a REIT or require us to pay tax, we may be forced to dispose of our interest in such entity. Disputes between us and partners or co-venturers may result in litigation or arbitration that would increase our expenses and prevent our officers and directors from focusing their time and effort on our business. Consequently, actions by or disputes with partners or co-venturers might result in subjecting properties owned by the partnership or joint venture to additional risk. In addition, we may in certain circumstances be liable for the actions of our third-party partners or co-venturers. Our joint ventures may be subject to debt and, during periods of volatile credit markets, the refinancing of such debt may require equity capital calls.

We may fail to realize some or all of the anticipated benefits of our ownership interest in the OZ Fund, our long-term management agreement with the OZ Fund, the acquisition of MWA and the launch of a joint asset management platform with MWA, or those benefits may take longer to realize than expected. We may also encounter significant difficulties in managing the business and operations of OZ Fund and MWA client properties. The future results of our Company will suffer if we do not effectively manage properties on behalf of the OZ Fund and MWA clients.

Our ability to realize the anticipated benefits of our ownership interest in the OZ Fund, our long-term management agreement with the OZ Fund, the acquisition of MWA and the launch of a joint asset management platform with MWA depends, in part, on our ability to successfully manage the business and operations of OZ Fund and MWA client properties. Following the consummation of the long-term management agreement with the OZ Fund and the acquisition of MWA, the number of acres of third-party farmland under our management increased significantly. If we fail to operate these new business lines successfully, we may suffer losses.

Furthermore, our ownership interest in the OZ Fund, the acquisition of MWA and our management of OZ Fund and MWA client properties could expose us to unknown or contingent liabilities that were not discovered during the course of due diligence. These liabilities could include exposure to unexpected environmental problems, compliance and regulatory violations, key employee and client retention problems and other problems that could result in significant costs to us. Many

of these factors are outside our control, and any one of them could result in increased costs and liabilities, decreases in the amount of expected revenues, earnings and cash flows, and diversion of management's time and energy, which could have a material adverse effect on the business of the OZ Fund, MWA and/or us. All of these factors could negatively impact the asset management fees we expect to earn from the management of OZ Fund and MWA client properties and the returns we anticipate receiving from our ownership interest in the OZ Fund and the acquisition of MWA, all of which could negatively impact the price of our common stock, or have a material adverse effect on our business, financial condition and results of operations.

We are exposed to risks associated with the management of third-party owned farmland and failure to succeed in new markets and this new line of business and may have adverse consequences.

Through our long-term management agreement with the OZ Fund and the launch of a joint asset management platform with MWA, we have commenced farmland property management activities on behalf of third-party property owners outside of our existing market areas, and may continue to pursue similar activities if appropriate opportunities arise. Our historical experience in our existing markets in acquiring, owning and leasing farmland does not ensure that we will be able to operate successfully in new markets or in this new line of business. We may be exposed to a variety of risks when we enter a new market or property management opportunity, including an inability to accurately evaluate local market conditions and a lack of familiarity with local farmer-tenants. We may be unsuccessful in managing farmland properties on behalf of third-parties, which could have a material adverse effect on our results of operations and we may be liable and/or our status as a REIT may be jeopardized if the third-party farmland management business causes us to fail to comply with various tax or other regulatory matters.

If we fail to maintain effective internal controls over financial reporting, we may not be able to accurately report our financial results, which may adversely affect investor confidence in our Company and, as a result, the value of our common stock.

Our management is responsible for establishing and maintaining adequate internal controls over financial reporting. While our Annual Report on Form 10-K for the year ended December 31, 2019 contained an independent auditor's attestation report pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002, as amended (the "Sarbanes-Oxley Act"), we are not required to include such an audit report in this Annual Report. We have identified material weaknesses in the past. While we believe we have remediated all past material weaknesses, we cannot give any assurances that other material weaknesses will not be identified in the future in connection with our compliance with the provisions of Section 404 of the Sarbanes-Oxley Act. The existence of any material weakness would preclude a conclusion by management and our independent auditors that we maintained effective internal control over financial reporting. Our management may be required to devote significant time and expense to remediate any material weaknesses that may be discovered and may not be able to remediate any material weakness in a timely manner. The existence of any material weakness in our internal control over financial reporting could also result in errors in our financial statements that could require us to restate our financial statements, cause us to fail to meet our reporting obligations and cause investors to lose confidence in our reported financial information, all of which could lead to a decline in the per-share trading price of our common stock. In addition, at the time we no longer qualify as a smaller reporting company, we will be required to include an auditor attestation report pursuant to Section 404 of the Sarbanes Oxley Act, which will cause us to incur additional expenses, which may be significant.

Under the FPI Loan Program, we provide loans to third-party farmers, which exposes us to risks associated with being a lender, including the risk that borrowers default on their obligations to us, which could adversely affect our results of operations and financial condition.

Under the FPI Loan Program, we make loans to third-party farmers (both tenant and non-tenant) to provide financing for borrowers' working capital requirements and operational farming activities, farming infrastructure projects, and for other farming and agricultural real estate related purposes. As of the date of this Annual Report on Form 10-K, we have made loans to nine distinct borrowers with original principal amounts totaling $21.4 million. These loans consist of: eleven loan agreements which were originally secured by senior first-lien mortgage loans secured against farmland; three loan agreements which were originally secured by working capital assets of the borrower; and one loan agreement which was originally secured by equipment of the borrower. The remaining loan balances are secured exclusively by senior first-lien

mortgages, with $6.0 million outstanding at December 31, 2021 (representing less than 0.01% of our total assets as of December 31, 2021), and we intend to make similar loans under the FPI Loan Program in the future. Payments on such loans depend on the profitable operation or management of the farmland or farmland-related property securing the loan or the maintenance of any equipment, or other assets securing the loan. The success of the farmland or farm-related property may be affected by many factors outside the control of the borrower, including adverse weather conditions that prevent the planting of a crop or limit crop yields, declines in market prices for agricultural products (both domestically and internationally) and the impact of government regulations (including changes in price supports, subsidies and environmental regulations). In addition, many farms are dependent on a limited number of key individuals whose injury or death may significantly affect the successful operation of the farm. If the cash flow from a farming operation is diminished, the borrower's ability to repay the loan may be impaired. If a borrower defaults under a loan for which we are the lender, we may attempt to foreclose on the collateral securing the loan, including by acquiring title to the subject property, crops, or equipment, to protect our investment. In response, the defaulting borrower may contest our enforcement of foreclosure or other available remedies, seek bankruptcy protection against our exercise of enforcement or other available remedies, or bring claims against us for lender liability. If a defaulting borrower seeks bankruptcy protection, the automatic stay provisions of the U.S. Bankruptcy Code would preclude us from enforcing foreclosure or other available remedies against the borrower unless relief is first obtained from the court with jurisdiction over the bankruptcy case. In addition, we may be subject to intercreditor agreements that delay, impact, govern or limit our ability to foreclose on a lien securing a loan or otherwise delay or limit our pursuit of our rights and remedies. Any such delay or limit on our ability to pursue our rights or remedies could adversely affect our business, results of operations and ability to make distributions to our stockholders. In the event of a foreclosure, we may assume direct ownership of the underlying farm. Even if we successfully foreclose on the collateral securing our mortgage loans, foreclosure-related costs, high loan-to-value ratios or declines in property values could prevent us from realizing the full amount of our mortgage loans, and we could be required to record a valuation allowance for such losses.

Liability for uninsured or underinsured losses could materially and adversely affect our financial condition and cash flow.

Our properties may be damaged by adverse weather conditions and natural disasters, such as earthquakes, floods and tornados. Our insurance may not be adequate to cover all damages or losses from these events, or we may view it as not economically prudent to purchase insurance for certain types of losses. Should an uninsured loss occur, we could lose our capital investment or anticipated profits and cash flows from one or more properties. If any such loss is insured, we may be required to pay a significant deductible on any claim for recovery of such a loss prior to our insurer being obligated to reimburse us for the loss, or the amount of the loss may exceed our coverage for the loss, which could have an adverse effect on our cash flow.

A cybersecurity incident and other technology disruptions could result in a violation of law or negatively impact our reputation and relationships with our tenants, any of which could have a material adverse effect on our results of operations and our financial condition.

Information and security risks have generally increased in recent years due to the rise in new technologies and the increased sophistication and activities of perpetrators of cyber-attacks. We use computers in substantially all aspects of our business operations, and we also use mobile devices and other online activities to connect with our employees and tenants. Such uses give rise to cybersecurity risks, including security breach, espionage, system disruption, theft and inadvertent release of information. We have in the past experienced cyberattacks on our computers and computer networks, and, while none to date have been material, we expect that additional cyberattacks will occur in the future. Our business involves the storage and transmission of numerous classes of sensitive and/or confidential information and intellectual property, including tenants', suppliers' and employees' personally identifiable information and financial and strategic information about us.

If we fail to assess and identify cybersecurity risks associated with our operations, we may become increasingly vulnerable to such risks. Even the most well protected information, networks, systems and facilities remain potentially vulnerable because the techniques used in such attempted security breaches evolve and generally are not recognized until launched against a target, and in some cases are designed not to be detected and, in fact, may not be detected. Accordingly, we and our suppliers may be unable to anticipate these techniques or to implement adequate security barriers or other

preventative measures, and thus it is impossible for us and our suppliers to entirely mitigate this risk. Further, in the future we may be required to expend additional resources to continue to enhance information security measures and/or to investigate and remediate any information security vulnerabilities. We can provide no assurances that the measures we have implemented to prevent security breaches and cyber incidents will be effective in the event of a cyber-attack.

The theft, destruction, loss, misappropriation or release of sensitive and/or confidential information or intellectual property, or interference with our information technology systems or the technology systems of third-parties on which we rely, could result in business disruption, negative publicity, violation of privacy laws, loss of tenants, potential liability and competitive disadvantage, any of which could result in a material adverse effect on financial condition or results of operations.

Potential liability for environmental matters could materially and adversely affect our results of operations and financial condition.

We are subject to the risk of liabilities under federal, state and local environmental laws applicable to agricultural properties, including those related to wetlands, groundwater and water runoff. Some of these laws could subject us to:

- responsibility and liability for the cost of removal or remediation of hazardous substances released on our properties, generally without regard to our knowledge of or responsibility for the presence of the contaminants;
- liability for the costs of investigation, removal or remediation of hazardous substances or chemical releases at disposal facilities for persons who arrange for the disposal or treatment of these substances; and
- potential liability for claims by third parties for damages resulting from environmental contaminants.

Environmental site assessments were not conducted on all the farms in our portfolio and we do not expect to conduct environment site assessments on all farms we acquire in the future. Our costs of investigation, remediation or removal of hazardous substances may be substantial. In addition, the presence of hazardous substances on one of our properties, or the failure to properly remediate a contaminated property, could adversely affect our ability to sell or lease the property or to borrow using the property as collateral. We may be subject to common law claims by third parties based on damages and costs resulting from environmental contamination emanating from the property. Additionally, we could become subject to new, stricter environmental regulations, which could diminish the utility of our properties and have a material adverse impact on our results of operations and financial condition.

We may be required to permit the owners of certain third-party access rights on our properties to enter and occupy parts of the properties, including owners of mineral rights and power generation and transportation infrastructure, which could materially and adversely impact the rental value of our properties.

Although we own the surface rights to our farms and expect to own the surface rights to properties that we acquire, other persons or entities may own third-party access rights on our properties based upon their ownership of certain minerals, power generation and transportation infrastructure or similar property rights. Some of these third-party access rights, such as those related to oil, water or natural gas may be located under the surfaces of these properties, while others, particularly those third-party access rights related to power generation and transportation infrastructure such as wind turbines or oil pipelines, may be located on or above the surfaces of these properties. For example, in connection with our acquisition of a group of farms in Colorado and Kansas, we granted the seller 50% of the mineral rights related to the farm. Currently there is no mineral development or significant power generation and transportation infrastructure on the farms in our portfolio other than on properties for which we own the rights, but we can provide no assurances that third parties will not assert claims for mineral rights, third-party access rights related to power generation and transportation infrastructure and other related property rights on the farms in our portfolio or that farmland that we acquire in the future will not be subject to these third-party access rights. To the extent that third parties have third-party rights on farmland that we currently own or acquire in the future, we expect that we would be required to permit third parties to enter our properties for the purpose of such activities as drilling and operating oil or gas wells, operating and maintaining oil pipelines and operating and maintaining wind turbines on the premises. We may also be required to set aside a reasonable portion of the surface area of our properties to accommodate these operations. The devotion of a portion of our properties to these operations would reduce the amount of the surface available for farming or farm-related uses. Such activities

might also disrupt the productivity of the farmland or property related to farming or increase the risk of environmental liabilities, any of which could adversely impact the rents that we receive from leasing these properties.

Increases in mortgage rates or unavailability of mortgage debt may make it difficult for us to finance or refinance our debt, which could have a material adverse effect on our financial condition, results of operations, growth prospects and our ability to make distributions to stockholders.

If mortgage debt is unavailable to us at reasonable rates or at all, we may not be able to finance the purchase of additional properties or refinance existing debt when it becomes due. We expect interest rates to fluctuate in future years. If interest rates are higher when we refinance our debt, our income and cash flow could be reduced, which would reduce cash available for distribution to our stockholders and may hinder our ability to raise more capital by issuing more stock or by borrowing more money.

Changes to the base rate on our floating rate indebtedness could increase our borrowing costs.

As of December 31, 2021, $171.5 million of our outstanding indebtedness bears interest at floating rates based on the London interbank offered rate ("LIBOR") and has maturity dates beyond December 31, 2021. The use of LIBOR was phased out at the end of 2021, although the phase out of U.S. dollar LIBOR has been delayed until mid-2023. Currently, no official replacement rate has been identified. It is not possible to predict the effect of these changes, other reforms or the establishment of alternative reference rates. The nature of any replacement rate and the impact of the transition from LIBOR on us and the financial markets generally are unknown and could result in interest rate increases on our debt, which could adversely affect our cash flow, operating results and ability to make distributions to our stockholders at expected levels or at all.

The ongoing COVID-19 pandemic, the recent spread of the Delta variant and emergence of the Omicron and other variants and measures intended to prevent their spread could have a material adverse effect on our business, results of operations, cash flows and financial condition.

Since being first reported in December 2019, COVID-19 has spread globally, including to every state in the United States. On March 11, 2020, the World Health Organization declared COVID-19 a pandemic, and on March 13, 2020, the United States declared a national emergency with respect to COVID-19. The pandemic has led governments and other authorities around the world, including federal, state and local authorities in the United States, to impose measures intended to control its spread, including restrictions on freedom of movement and business operations such as travel bans, border closings, business closures, quarantines and shelter-in-place orders. Many of our properties and our headquarters are located in areas that are or have been subject to shelter-in-place orders and restrictions on the types of businesses that may continue to operate.

The ongoing COVID-19 pandemic, the recent spread of the Delta variant and emergence of the Omicron and other variants and measures to prevent their spread could materially and adversely affect our businesses in a number of ways. Our rental revenue and operating results depend significantly on the ability of our tenants to meet their rent and other obligations to us. While in general our tenants' businesses have not been materially affected, certain sectors of the agricultural industry have seen a decreased demand for their products as a result of the economic disruptions caused by COVID-19. Such decreases in demands may further exacerbate, and demand may never recover to its prior levels. For example, drastic reductions in the hospitality, entertainment and travel business volumes have significantly impacted the demand for certain agricultural products, such as lemons and blueberries. Lower oil demands tied to a reduction in vehicle miles driven have a direct impact on the demand for ethanol and therefore corn, a crop grown on a significant number of our properties. Disruptions in the global supply chain have impacted our tenants' ability to price and sell in a timely manner certain specialty crops, such as almonds, to which we are exposed through participating rents. If the impacts of the pandemic continue for an extended period of time, we expect that certain tenants may experience greater financial distress, which could result in late payments, requests for rental relief, business closures, rent concessions or other accommodations, as applicable. In some cases, we may have to restructure tenants' long-term rent obligations and may not be able to do so on terms that are as favorable to us as those currently in place. Additionally, we have negotiated variable rents with certain

of our tenants, which directly exposes our rental revenues to the risk of a negative impact on our tenants' operations as a result of COVID-19.

While both in-person office attendance and frequency of travel has increased compared to the beginning of the pandemic, any future extended periods of remote work arrangements could strain our business continuity plans, introduce operational risk, including but not limited to cybersecurity risks, and impair our ability to manage our business.

The COVID-19 pandemic has also caused, and is likely to continue to cause, severe economic, market and other disruptions worldwide. We may be impacted by stock market volatility and illiquid market conditions, global economic uncertainty, and the perceived prospect for capital appreciation in real estate. We cannot assure you that conditions in the bank lending, capital and other financial markets will not continue to deteriorate as a result of the pandemic, or that our access to capital and other sources of funding will not become constrained, which could adversely affect the availability and terms of future borrowings, renewals or refinancings. In addition, the deterioration of global economic conditions, as a result of the pandemic, may ultimately decrease occupancy levels and rents across our portfolio as tenants and residents reduce or defer their spending, which could adversely affect the value of our properties.

The extent of the COVID-19 pandemic's effect on our operational and financial performance will depend on future developments, including the duration, spread and intensity of the pandemic, the emergence of the Delta and Omicron variant and other variants in the future, the timing and effectiveness of vaccines and other treatments, possible resurgences in COVID-19 cases, and the duration and effectiveness of government measures to mitigate the pandemic, all of which are uncertain and difficult to predict. Due to the speed with which the situation is developing, we are not able at this time to estimate the effect of these factors on our business, but the adverse impact on our business, results of operations, financial condition and cash flows could be material.

Risks Related to Our Organizational Structure

Conflicts of interest may exist or could arise in the future between the interests of our stockholders and the interests of holders of units in our Operating Partnership, which may impede business decisions that could benefit our stockholders.

Although holders of our Common units do not have voting rights or the power to direct the Company's affairs, there could be potential conflicts, conflicts of interest may exist or could arise in the future as a result of the relationships between us and our affiliates, on the one hand, and our Operating Partnership or any partner thereof.

Our directors and officers have duties to our company under Maryland law in connection with their management of our Company. At the same time, our wholly owned subsidiary, Farmland Partners OP GP, LLC, as the general partner of our Operating Partnership, has fiduciary duties and obligations to our Operating Partnership and its limited partners under Delaware law and the partnership agreement in connection with the management of our Operating Partnership. The general partner's fiduciary duties and obligations as the general partner of our Operating Partnership may come into conflict with the duties of our directors and officers to our Company. These conflicts of interest could lead to decisions that are not in the best interests of the Company and its stockholders.

Unless otherwise provided for in a partnership agreement, Delaware law generally requires a general partner of a Delaware limited partnership to adhere to fiduciary duty standards under which it owes its limited partners the highest duties of good faith, fairness and loyalty and which generally prohibit such general partner from taking any action or engaging in any transaction as to which it has a conflict of interest. The partnership agreement provides that, in the event of a conflict between the interests of the limited partners of our Operating Partnership, on the one hand, and the separate interests of our stockholders, on the other hand, the general partner, in its capacity as the general partner of our Operating Partnership, shall act in the interests of our stockholders and is under no obligation to consider the separate interests of the limited partners of our Operating Partnership in deciding whether to cause our Operating Partnership to take or not to take any actions. The partnership agreement further provides that any decisions or actions not taken by the general partner in accordance with the partnership agreement will not violate any duties, including the duty of loyalty, that the general

partner, in its capacity as the general partner of our Operating Partnership, owes to our Operating Partnership and its partners.

Additionally, the partnership agreement provides that the general partner will not be liable to our Operating Partnership or any partner for monetary damages for losses sustained, liabilities incurred or benefits not derived by our Operating Partnership or any limited partner unless the general partner acted in bad faith and the act or omission was material to the matter giving rise to the loss, liability or benefit not derived. Our Operating Partnership must indemnify the general partner, us, our directors and officers, officers of our Operating Partnership and others designated by the general partner from and against any and all claims that relate to the operations of our Operating Partnership, unless (1) an act or omission of the indemnified person was material to the matter giving rise to the action and either was committed in bad faith or was the result of active and deliberate dishonesty, (2) the indemnified person actually received an improper personal benefit in money, property or services or (3) in the case of a criminal proceeding, the indemnified person had reasonable cause to believe that the act or omission was unlawful. Our Operating Partnership must also pay or reimburse the reasonable expenses of any such person upon its receipt of a written affirmation of the person's good faith belief that the standard of conduct necessary for indemnification has been met and a written undertaking to repay any amounts paid or advanced if it is ultimately determined that the person did not meet the standard of conduct for indemnification. Our Operating Partnership will not indemnify or advance funds to any person with respect to any action initiated by the person seeking indemnification without our approval (except for any proceeding brought to enforce such person's right to indemnification under the partnership agreement) or if the person is found to be liable to our Operating Partnership on any portion of any claim in the action. No reported decision of a Delaware appellate court has interpreted provisions similar to the provisions of the partnership agreement that modify and reduce our fiduciary duties or obligations as the sole member of the general partner or reduce or eliminate our liability for money damages to our Operating Partnership and its partners, and we have not obtained an opinion of counsel as to the enforceability of the provisions set forth in the partnership agreement that purport to modify or reduce the fiduciary duties that would be in effect were it not for the partnership agreement.

Our charter contains certain provisions restricting the ownership and transfer of our stock that may delay, defer or prevent a change of control transaction that might involve a premium price for our common stock or that our stockholders otherwise believe to be in their best interests.

Our charter contains certain ownership limits with respect to our stock. Our charter, among other restrictions, prohibits the beneficial or constructive ownership by any person of more than 9.8% in value or number of shares, whichever is more restrictive, of the outstanding shares of any class or series of our stock, excluding any shares that are not treated as outstanding for U.S. federal income tax purposes. Our Board of Directors, in its sole and absolute discretion, may exempt a person, prospectively or retroactively, from this ownership limit if certain conditions are satisfied. This ownership limit as well as other restrictions on ownership and transfer of our stock in our charter may:

- discourage a tender offer or other transactions or a change in management or of control that might involve a premium price for our common stock or that our stockholders otherwise believe to be in their best interests; and
- result in the transfer of shares acquired in excess of the restrictions to a trust for the benefit of a charitable beneficiary and, as a result, the forfeiture by the acquirer of certain of the benefits of owning the additional shares.

We could increase the number of authorized shares of stock, classify and reclassify unissued stock and issue stock without stockholder approval, which may delay, defer or prevent a transaction that our stockholders believe to be in their best interests.

Our Board of Directors, without stockholder approval, has the power under our charter to amend our charter to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that we are authorized to issue. In addition, under our charter, our Board of Directors, without stockholder approval, has the power to authorize us to issue authorized but unissued shares of our common stock or preferred stock and to classify or reclassify any unissued shares of our common stock or preferred stock into one or more classes or series of stock and set the preference, conversion or other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications or terms or conditions of redemption for such newly classified or reclassified shares. As a result, we may issue series or classes of common stock or preferred stock with preferences, dividends, powers and rights, voting or

otherwise, that are senior to, or otherwise conflict with, the rights of holders of our common stock. Although our Board of Directors has no such intention at the present time, it could establish a class or series of preferred stock that could, depending on the terms of such series, delay, defer or prevent a transaction or a change of control that might involve a premium price for our common stock or that our stockholders otherwise believe to be in their best interests.

Certain provisions of Maryland law could inhibit changes in control, which may discourage third parties from conducting a tender offer or seeking other change of control transactions that could involve a premium price for our common stock or that our stockholders otherwise believe to be in their best interests.

Certain provisions of the Maryland General Corporation Law, or the MGCL, may have the effect of inhibiting a third party from making a proposal to acquire us or of impeding a change of control under certain circumstances that otherwise could provide the holders of shares of our common stock with the opportunity to realize a premium over the then-prevailing market price of such shares, including:

- "business combination" provisions that, subject to limitations, prohibit certain business combinations between us and an "interested stockholder" (defined generally as any person who beneficially owns 10% or more of the voting power of our outstanding voting stock or any affiliate or associate of ours who, at any time within the two-year period immediately prior to the date in question, was the beneficial owner of 10% or more of the voting power of our then outstanding stock) or an affiliate thereof for five years after the most recent date on which the stockholder becomes an interested stockholder and thereafter impose fair price and/or supermajority voting requirements on these combinations; and
- "control share" provisions that provide that "control shares" of our Company (defined as shares which, when aggregated with other shares controlled by the stockholder, except solely by virtue of a revocable proxy, entitle the stockholder to exercise one of three increasing ranges of voting power in electing directors) acquired in a "control share acquisition" (defined as the direct or indirect acquisition of ownership or control of issued and outstanding "control shares") have no voting rights with respect to their control shares except to the extent approved by our stockholders by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter, excluding all interested shares.

By resolution of our Board of Directors, we have opted out of the business combination provisions of the MGCL and provided that any business combination between us and any other person is exempt from the business combination provisions of the MGCL, provided that the business combination is first approved by our Board of Directors (including a majority of directors who are not affiliates or associates of such persons). In addition, pursuant to a provision in our bylaws, we have opted out of the control share provisions of the MGCL. However, our Board of Directors may by resolution elect to opt in to the business combination provisions of the MGCL and we may, by amendment to our bylaws, opt in to the control share provisions of the MGCL in the future.

Additionally, certain provisions of the MGCL permit our Board of Directors, without stockholder approval and regardless of what is currently provided in our charter or our bylaws, to implement takeover defenses, some of which (for example, a classified board) we do not currently employ. These provisions may have the effect of inhibiting a third party from making an acquisition proposal for our Company or of delaying, deferring, or preventing a change in control of our Company under circumstances that otherwise could provide the holders of our common stock with the opportunity to realize a premium over the then-current market price. Our charter contains a provision whereby we elect to be subject to the provisions of Title 3, Subtitle 8 of the MGCL relating to the filling of vacancies on our Board of Directors.

Our charter, our bylaws and Maryland law also contain other provisions, including the provisions of our charter on removal of directors and the advance notice provisions of our bylaws, that may delay, defer, or prevent a transaction or a change of control that might involve a premium price for our common stock or otherwise be in the best interest of our stockholders.

Certain provisions in the partnership agreement may delay or prevent unsolicited acquisitions of us.

Provisions in the partnership agreement may delay, or make more difficult, unsolicited acquisitions of us or changes of our control. These provisions could discourage third parties from making proposals involving an unsolicited acquisition

of us or change of our control, although some of our stockholders might consider such proposals, if made, desirable. These provisions include, among others:

- redemption rights;
- a requirement that the general partner may not be removed as the general partner of our Operating Partnership without our consent;
- transfer restrictions on Common units;
- our ability, as general partner, in some cases, to amend the partnership agreement and to cause our Operating Partnership to issue units with terms that could delay, defer or prevent a merger or other change of control of us or our Operating Partnership without the consent of the limited partners; and
- the right of the limited partners to consent to direct or indirect transfers of the general partnership interest, including as a result of a merger or a sale of all or substantially all of our assets, in the event that such transfer requires approval by our common stockholders.

Our Board of Directors may change our strategies, policies and procedures without stockholder approval.

Our investment, financing, leverage and distribution policies, and our policies with respect to all other activities, including growth, capitalization and operations, are determined exclusively by our Board of Directors, and may be amended or revised at any time by our Board of Directors without notice to or a vote of our stockholders. This could result in us conducting operational matters, making investments or pursuing different business or growth strategies than those contemplated in this Annual Report on Form 10-K. Further, our charter and bylaws do not limit the amount or percentage of indebtedness, funded or otherwise, that we may incur. Our Board of Directors may alter or eliminate our current policy on borrowing at any time without stockholder approval. If this policy changed, we could become more highly leveraged which could result in an increase in our debt service. Higher leverage also increases the risk of default on our obligations. In addition, a change in our investment policies, including the manner in which we allocate our resources across our portfolio or the types of assets in which we seek to invest, may increase our exposure to interest rate risk, real estate market fluctuations and liquidity risk. Changes to our policies with regards to the foregoing could materially adversely affect our financial condition, results of operations and cash flow.

Our rights and the rights of our stockholders to take action against our directors and officers are limited, which could limit your recourse in the event that we take certain actions which are not in our stockholders' best interests.

Maryland law provides that a director or officer has no liability in that capacity if he or she performs his or her duties in good faith, in a manner that he or she reasonably believes to be in our best interests and with the care that an ordinarily prudent person in a like position would use under similar circumstances. Under the MGCL, directors are presumed to have acted with this standard of care. As permitted by Maryland law, our charter eliminates the liability of our directors and officers to us and our stockholders for money damages, except for liability resulting from:

- actual receipt of an improper benefit or profit in money, property or services; or
- active and deliberate dishonesty by the director or officer that was established by a final judgment as being material to the cause of action adjudicated.

Our charter and bylaws obligate us to indemnify each present and former director or officer, to the maximum extent permitted by Maryland law, in the defense of any proceeding to which he or she is made, or threatened to be made, a party by reason of his or her service to us. In addition, we may be obligated to advance the defense costs incurred by our directors and officers. We also have entered into indemnification agreements with our officers and directors granting them express indemnification rights. As a result, we and our stockholders may have more limited rights against our directors and officers than might otherwise exist absent the current provisions in our charter, bylaws and indemnification agreements or that might exist for other public companies.

Our charter contains provisions that make removal of our directors difficult, which could make it difficult for our stockholders to effect changes to our management.

Our charter contains provisions that make removal of our directors difficult, which could make it difficult for our stockholders to effect changes to our senior management and may prevent a change in control of our Company that is in the best interests of our stockholders. Our charter provides that a director may only be removed for cause upon the affirmative vote of holders of two-thirds of all the votes entitled to be cast generally in the election of directors. Vacancies may be filled only by a majority of the remaining directors in office, even if less than a quorum. These requirements make it more difficult to change our senior management by removing and replacing directors and may prevent a change in control of our Company that is in the best interests of our stockholders.

Our Operating Partnership may issue additional Common units or one or more classes of preferred units to third parties without the consent of our stockholders, which would reduce our ownership percentage in our Operating Partnership and could have a dilutive effect on the amount of distributions made to us by our Operating Partnership and, therefore, the amount of distributions we can make to our stockholders.

As of December 31, 2021, we owned approximately 97.0% of the outstanding Common units in our Operating Partnership (on a fully diluted basis). Since our initial public offering, we have issued a total of 8.0 million Common units and a total of 117,000 Series A preferred units as consideration in connection with our acquisition of properties, and we may issue additional Common units and Series A preferred units of one or more classes in connection with our acquisition of properties, as compensation or otherwise. Such issuances would reduce our ownership percentage in our Operating Partnership and could affect the amount of distributions made to us by our Operating Partnership and, therefore, the amount of distributions we can make to our stockholders. Our common stockholders do not have any voting rights with respect to any such issuances or other partnership level activities of our Operating Partnership.

Certain aspects of our Series A preferred units may limit our ability to make distributions to our common stockholders.

The distribution rate on our Series A preferred units is fixed, and no distributions can be paid to our common stockholders unless we have paid all cumulative dividends on our Series A preferred units. The distribution preference of our Series A preferred units could materially and adversely affect our cash flow and ability to make distributions to our common stockholders.

U.S. Federal Income Tax Risks

Failure to maintain qualification as a REIT for U.S. federal income tax purposes would subject us to U.S. federal income tax on our taxable income at regular corporate rates, which would substantially reduce our ability to make distributions to our stockholders.

We elected to be taxed as a REIT for U.S. federal income tax purposes beginning with our short taxable year ended December 31, 2014. To maintain qualification as a REIT, we must meet various requirements set forth in the Code concerning, among other things, the ownership of our outstanding stock, the nature of our assets, the sources of our income and the amount of our distributions. The REIT qualification requirements are extremely complex, and interpretations of the U.S. federal income tax laws governing qualification as a REIT are limited. We believe that our current organization and method of operation will enable us to continue to qualify, as a REIT. However, at any time, new laws, interpretations or court decisions may change the U.S. federal tax laws relating to, or the U.S. federal income tax consequences of, qualification as a REIT. It is possible that future economic, market, legal, tax or other considerations may cause our Board of Directors to determine that it is not in our best interest to qualify as a REIT and to revoke our REIT election, which it may do without stockholder approval.

If we fail to qualify as a REIT for any taxable year, we will be subject to U.S. federal income tax (including, for periods prior to 2018, any applicable alternative minimum tax) on our taxable income at regular corporate rates. In addition, we generally would be disqualified from treatment as a REIT for the four taxable years following the year in which we lost our REIT status. Losing our REIT status would reduce our net earnings available for investment or distribution because of the additional tax liability. In addition, distributions would no longer qualify for the dividends paid deduction, and we

would no longer be required to make distributions. If this occurs, we might be required to borrow funds or liquidate some investments in order to pay the applicable tax.

As a result of all these factors, our failure to qualify as a REIT could impair our ability to expand our business and raise capital, and would substantially reduce our ability to make distributions to our stockholders.

To qualify as a REIT and to avoid the payment of U.S. federal income and excise taxes, we may be forced to borrow funds, use proceeds from the issuance of securities, pay taxable dividends of our stock or debt securities or sell assets to make distributions, which may result in our distributing amounts that may otherwise be used for our operations.

To obtain the favorable tax treatment accorded to REITs, we normally are required each year to distribute to our stockholders at least 90% of our REIT taxable income, determined without regard to the deduction for dividends paid and by excluding net capital gains. We will be subject to U.S. federal income tax on our undistributed taxable income and net capital gain and to a 4% nondeductible excise tax on any amount by which distributions we pay with respect to any calendar year are less than the sum of (1) 85% of our ordinary income, (2) 95% of our capital gain net income and (3) 100% of our undistributed income from prior years. These requirements could cause us to distribute amounts that otherwise would be spent on acquisitions of properties and it is possible that we might be required to borrow funds, use proceeds from the issuance of securities, pay taxable dividends of our stock or debt securities or sell assets in order to distribute enough of our taxable income to maintain our qualification as a REIT and to avoid the payment of U.S. federal income and excise taxes.

Future sales of properties may result in penalty taxes or may be made through TRSs, each of which would diminish the return to you.

It is possible that one or more sales of our properties may be "prohibited transactions" under provisions of the Code. If we are deemed to have engaged in a "prohibited transaction" (*i.e.*, we sell a property held by us primarily for sale in the ordinary course of our trade or business), all income that we derive from such sale would be subject to a 100% tax. The Code sets forth a safe harbor for REITs that wish to sell property without risking the imposition of the 100% tax. A principal requirement of the safe harbor is that the REIT must hold the applicable property for not less than two years prior to its sale for the production of rental income. It is entirely possible that a future sale of one or more of our properties will not fall within the prohibited transaction safe harbor.

If we acquire a property that we anticipate will not fall within the safe harbor from the 100% penalty tax upon disposition, we may acquire such property through a TRS in order to avoid the possibility that the sale of such property will be a prohibited transaction and subject to the 100% penalty tax. If we already own such a property directly or indirectly through an entity other than a TRS, we may contribute the property to a TRS. Though a sale of such property by a TRS likely would mitigate the risk of incurring a 100% penalty tax, the TRS itself would be subject to regular corporate income tax at the U.S. federal level, and potentially at the state and local levels, on the gain recognized on the sale of the property as well as any income earned while the property is operated by the TRS. Such tax would diminish the amount of proceeds from the sale of such property ultimately distributable to our stockholders. Our ability to use TRSs in the foregoing manner is subject to limitation. Among other things, the value of our securities in TRSs may not exceed 20% of the value of our assets and dividends from our TRSs, when aggregated with all other non-real estate income with respect to any one year, generally may not exceed 25% of our gross income with respect to such year. No assurances can be provided that we would be able to successfully avoid the 100% penalty tax through the use of TRSs.

In addition, if we acquire any asset from a C corporation (*i.e.*, a corporation generally subject to full corporate-level tax) in a merger or other transaction in which we acquire a basis in the asset determined by reference either to the C corporation's basis in the asset or to another asset, we will pay tax, at the highest U.S. federal corporate income tax rate, on any built-in gain recognized on a taxable disposition of the asset during the 5-year period after its acquisition. As a result of the manner in which we acquired the Hudye Farm in 2014, a subsequent taxable disposition by us of any such assets generally would be subject to the foregoing built-in gain rules.

In certain circumstances, we may be subject to U.S. federal and state income taxes as a REIT, which would reduce our cash available for distribution to our stockholders.

Even if we qualify as a REIT, we may be subject to U.S. federal income taxes or state taxes. As discussed above, net income from a "prohibited transaction" will be subject to a 100% penalty tax and built-in gain recognized on the taxable disposition of assets acquired from C corporations in certain non-taxable transactions will be subject to tax at the highest applicable U.S. federal corporate income tax rate. To the extent we satisfy the distribution requirements applicable to REITs, but distribute less than 100% or our taxable income, we will be subject to U.S. federal income tax at regular corporate rates on our undistributed income. We may not be able to make sufficient distributions to avoid excise taxes applicable to REITs. We may also decide to retain capital gains we earn from the sale or other disposition of our properties and pay income tax directly on such income. In that event, our stockholders would be treated as if they earned that income and paid the tax on it directly. However, our stockholders that are tax-exempt, such as charities or qualified pension plans, would have no benefit from their deemed payment of such tax liability. We may also be subject to state and local taxes on our income or property, either directly or at the level of the companies through which we indirectly own our assets. Any U.S. federal or state taxes we pay will reduce our cash available for distribution to our stockholders.

The ability of our Board of Directors to revoke or otherwise terminate our REIT qualification without stockholder approval may cause adverse consequences to our stockholders.

Our charter provides that our Board of Directors may revoke or otherwise terminate our REIT election, without the approval of our stockholders, if it determines that it is no longer in our best interest to continue to qualify as a REIT. If we cease to qualify as a REIT, we would become subject to U.S. federal income tax on our taxable income at regular corporate rates and would no longer be required to distribute most of our taxable income to our stockholders, which may have adverse consequences on our total return to our stockholders.

If our Operating Partnership were classified as a "publicly traded partnership" taxable as a corporation for U.S. federal income tax purposes, we would fail to qualify as a REIT and would suffer other adverse tax consequences.

We intend for our Operating Partnership to be treated as a "partnership" for U.S. federal income tax purposes. If the IRS were to successfully assert our Operating Partnership was “publicly traded,” our Operating Partnership could be taxable as a corporation if less than 90% of its gross income consisted of certain qualifying passive income. In such event, we likely would fail to qualify as a REIT for U.S. federal income tax purposes, and the resulting corporate income tax burden would reduce the amount of distributions that our Operating Partnership could make to us. This would substantially reduce the cash available to pay distributions to our stockholders.

Complying with the REIT requirements may cause us to forego otherwise attractive opportunities or sell properties earlier than we wish.

To maintain our qualification as a REIT for U.S. federal income tax purposes, we must continually satisfy tests concerning, among other things, the sources of our income, the nature and diversification of our assets, the amounts we distribute to our stockholders and the ownership of shares of our stock. We may be required to make distributions to our stockholders at disadvantageous times or when we do not have funds readily available for distribution, or we may be required to forego or liquidate otherwise attractive investments in order to comply with the REIT tests. Thus, compliance with the REIT requirements may hinder our ability to operate solely on the basis of maximizing profits.

You may be restricted from acquiring or transferring certain amounts of our common stock.

Certain provisions of the Code and the stock ownership limits in our charter may inhibit market activity in our capital stock and restrict our business combination opportunities. In order to maintain our qualification as a REIT, five or fewer individuals, as defined in the Code, may not own, beneficially or constructively, more than 50% in value of our issued and outstanding stock at any time during the last half of a taxable year. Attribution rules in the Code determine if any individual or entity beneficially or constructively owns our capital stock under this requirement. Additionally, at least 100 persons must beneficially own our capital stock during at least 335 days of a taxable year. To help ensure that we meet these tests, our charter restricts the acquisition and ownership of shares of our stock.

Our charter, with certain exceptions, authorizes our Board of Directors to take such actions as are necessary and desirable to preserve our qualification as a REIT. Unless exempted by our Board of Directors, our charter prohibits any person from beneficially or constructively owning more than 9.8% in value or number of shares, whichever is more restrictive, of the outstanding shares of any class or series of our capital stock. Our Board of Directors may not grant an exemption from these restrictions to any proposed transferee whose ownership in excess of such ownership limit would result in our failing to qualify as a REIT.

Dividends paid by REITs generally do not qualify for the favorable tax rates available for some dividends.

The maximum U.S. federal income tax rate applicable to qualified dividend income paid to U.S. stockholders that are individuals, trusts and estates currently is 20%. Dividends paid by REITs generally are not eligible for such reduced tax rate. Instead, our ordinary dividends generally are taxed at the higher tax rates applicable to ordinary income, the current maximum rate of which is 37%. Although the favorable tax rates applicable to qualified dividend income do not adversely affect the taxation of REITs or dividends paid by REITs, such favorable tax rates could cause investors who are individuals, trusts and estates to perceive investments in REITs to be relatively less attractive than investments in the stocks of non-REIT corporations that pay dividends, which could adversely affect the value of the shares of REITs, including our common stock. However, for taxable years prior to 2026, individual stockholders are generally allowed to deduct 20% of the aggregate amount of ordinary dividends distributed by us, subject to certain limitations, which would reduce the maximum marginal effective federal income tax rate for individuals on the receipt of such ordinary dividends to 29.6%.

Changes to the U.S. federal income tax laws, including the enactment of certain tax reform measures, could have an adverse impact on our business and financial results.

In recent years, numerous legislative, judicial and administrative changes have been made to the U.S. federal income tax laws applicable to investments in real estate and REITs, including the passage of the Tax Cuts and Jobs Act of 2017, the full impact of which may not become evident for some period of time. There can be no assurance that future changes to the U.S. federal income tax laws or regulatory changes will not be proposed or enacted that could impact our business and financial results. The REIT rules are regularly under review by persons involved in the legislative process and by the Internal Revenue Service and the U.S. Treasury Department, which may result in revisions to regulations and interpretations in addition to statutory changes. If enacted, certain of such changes could have an adverse impact on our business and financial results.

We cannot predict whether, when or to what extent any new U.S. federal tax laws, regulations, interpretations or rulings will impact the real estate investment industry or REITs. Prospective investors are urged to consult their tax advisors regarding the effect of potential future changes to the federal tax laws on an investment in our shares.

Risks Related to the Market for Our Capital Stock

We may be unable to make distributions at expected levels, which could result in a decrease in the market price of our common stock.

We intend to continue to pay regular quarterly distributions to our stockholders. However, we significantly reduced the amount of distributions on our common stock beginning in the third quarter of 2018, and we may be required to reduce our distributions further in the future. All distributions will be made at the discretion of our Board of Directors and will be based upon, among other factors, our historical and projected results of operations, financial condition, cash flows and liquidity, maintenance of our REIT qualification and other tax considerations, capital expenditure and other expense obligations, debt covenants, contractual prohibitions or other limitations and applicable law and such other matters as our Board of Directors may deem relevant from time to time. If sufficient cash is not available for distribution from our operations, we may have to fund distributions from working capital, borrow to provide funds for such distributions, or reduce the amount of such distributions. To the extent we borrow to fund distributions, our future interest costs would increase, thereby reducing our earnings and cash available for distribution from what they otherwise would have been. If cash available for distribution generated by our assets is less than our current estimate, or if such cash available for

distribution decreases in future periods from expected levels, our inability to make the expected distributions could result in a decrease in the market price of our common stock.

The market price and trading volume of our common stock may be highly volatile and low, respectively.

The stock markets, including the New York Stock Exchange (the "NYSE"), on which our common stock is listed, historically have experienced significant price and volume fluctuations. As a result, the market price of our common stock is likely to be similarly volatile, and investors in our common stock may experience a decrease in the value of their shares, including decreases unrelated to our operating performance or prospects. The price of our common stock could be subject to wide fluctuations in response to a number of factors, including those listed in this "Risk Factors" section of this Annual Report on Form 10-K and others such as:

- actual or anticipated variations in our quarterly results of operations or dividends;
- changes in our funds from operations or earnings estimates;
- changes in government regulations or policies affecting our business or the farming business;
- publication of research reports about us or the real estate or farming industries;
- sustained decreases in agricultural commodity and crop prices;
- increases in market interest rates that lead purchasers of our common stock to demand a higher yield;
- changes in market valuations of similar companies;
- adverse market reaction to any additional debt we incur in the future;
- additions or departures of key management personnel;
- actions by institutional stockholders;
- speculation in the press or investment community;
- the realization of any of the other risk factors presented in this Annual Report on Form 10-K;
- the extent of investor interest in our securities;
- the general reputation of REITs and the attractiveness of our equity securities in comparison to other equity securities, including securities issued by other real estate-based companies;
- our underlying asset value;
- investor confidence in the stock and bond markets generally;
- changes in tax laws;
- future equity issuances;
- failure to meet earnings estimates;
- failure to meet and maintain REIT qualifications and requirements;
- low trading volume of our common stock; and
- general market and economic conditions, including conditions that are outside of our control, such as the impact of public health and safety concerns, such as the ongoing coronavirus pandemic and efforts to mitigate its spread.

In the past, securities class action litigation has often been instituted against companies following periods of volatility in the price of their common stock. This type of litigation could result in substantial costs and divert our management's attention and resources, which could have a material adverse effect on us, including our financial condition, results of operations, cash flow and the per share trading price of our common stock.

Our common stock is subject to trading risks created by the spread of false information and manipulative trading.

Our common stock is widely traded and held by a diverse group of investors, including retail investors, and these investors are subject to the influence of information provided by third party investor websites and independent authors distributing information on the internet. This information is often widely distributed, in some cases anonymously, including through platforms that mainly serve as hosts seeking advertising revenue. These sites and internet distribution strategies create opportunities for individuals to pursue both "pump and dump" and "short and distort" strategies. We believe that many of these websites have little or no requirements for authors to have professional qualifications. While these sites sometimes require disclosure of stock positions by authors, as far as we are aware these sites do not audit the accuracy of such conflict of interest disclosures. In addition, we believe that many of these websites have few or lax editorial standards, and thin or non-existent editorial staffs. Despite our best efforts, we may not be able to obtain

corrections to information provided on these websites about our Company, and any corrections that are obtained may not be achieved prior to the majority of audience impressions being formed for a given article. These conditions create volatility and risk for holders of our common stock and should be considered by investors. While we have sought to engage regulators to address activities that we believe are intentionally misleading, we can make no guarantees that regulatory authorities will take action on these types of activities, and we cannot guarantee that any action taken by regulators or legislators will timely address damage done by the activities of these websites and authors.

The number of shares of our common stock available for future issuance or sale may have adverse effects on the market price of our common stock.

As of December 31, 2021, approximately 45.5 million shares of our common stock were outstanding. In addition, as of the date of this Annual Report on Form 10-K, other than the Common units held by us, approximately 1.4 million Common units in our Operating Partnership were outstanding, 1.4 million of which currently may be tendered for redemption by the holders, for cash, or at our option, for shares of our common stock, on a one-for-one basis. We have registered the issuance of 1.4 million of the shares issuable upon redemption of Common units, and we intend to register the issuance of additional shares that may be issued upon redemption of Common units so that such shares will be freely tradable under the securities laws.

We cannot predict whether future issuances or sales of shares of our common stock or the availability of shares for resale in the open market will decrease the per share trading price per share of our common stock. The per share trading price of our common stock may decline significantly when we register the shares of our common stock issuable upon redemption of outstanding Common units.

Future offerings of debt, which would be senior to our common stock and any outstanding preferred equity securities upon liquidation, which may be senior to our common stock for purposes of dividend distributions or upon liquidation, and Common units in connection with future acquisitions may materially adversely affect us, including the per share trading price of our common stock.

In the future, we may attempt to increase our capital resources by making additional offerings of debt or equity securities (or causing our Operating Partnership to issue debt securities), including medium-term notes, senior or subordinated notes and classes or series of preferred stock. Upon liquidation, holders of our debt securities, shares of preferred stock and lenders with respect to other borrowings will be entitled to receive payments prior to distributions to the holders of our common stock. Additionally, any convertible or exchangeable securities that we issue in the future may have rights, preferences and privileges more favorable than those of our common stock and may result in dilution to owners of our common stock. Holders of our common stock are not entitled to preemptive rights or other protections against dilution. Any future series of preferred stock could have a preference on liquidating distributions and a preference on dividend payments that could limit our ability to pay dividends to the holders of our common stock. Because our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings. Thus, our stockholders bear the risk that our future offerings could reduce the per share trading price of our common stock and dilute their interest in us. In addition, the issuance of Common units in connection with future acquisitions and the redemption of such Common units for common stock may be dilutive to our stockholders and could have an adverse effect on the per share trading price of our common stock.

An increase in market interest rates may have an adverse effect on the market price of our common stock.

One of the factors that investors may consider in deciding whether to buy or sell our common stock is our distribution yield, which is our distribution rate as a percentage of the share price of our common stock, relative to market interest rates. If market interest rates increase, prospective investors may desire a higher distribution yield on our common stock or may seek securities paying higher dividends or interest. The market price of our common stock likely will be based primarily on the earnings that we derive from rental income with respect to our properties and our related distributions to stockholders, and not from the underlying appraised value of the properties themselves. As a result, interest rate fluctuations and capital market conditions are likely to affect the market price of our common stock and such effects could be significant. For instance, if interest rates rise without an increase in our distribution rate, the market price of our common

stock could decrease because potential investors may require a higher distribution yield on our common stock as market rates on interest-bearing securities, such as bonds, rise.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

The information set forth under the caption “Our Properties” in Item 1 of this Annual Report on Form 10-K is incorporated by reference herein.

Item 3. Legal Proceedings

For information regarding legal proceedings as of December 31, 2021, see Note 8 to our Consolidated Financial Statements included in Part IV, Item 8 of this Annual Report on Form 10-K.

Item 4. Mine Safety Disclosures

Not Applicable.

PART II

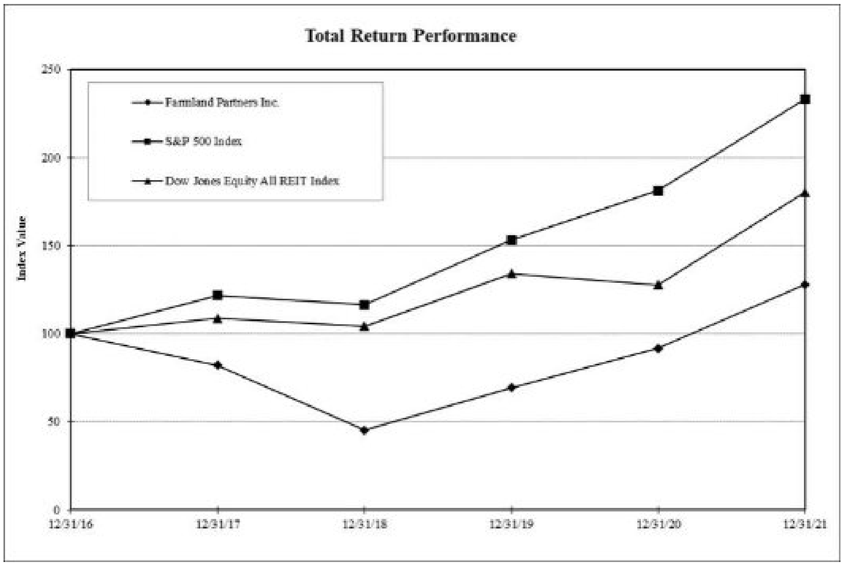
Item 5. Market For Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock trades on the NYSE under the symbol “FPI.”

Stock Performance Graph

The following graph compares the total stockholder return of our common stock (assuming reinvestment of dividends) against the cumulative returns of the Standard & Poor's Corporation Composite 500 Index and the Dow Jones Equity All REIT Index for the past five years. Our common stock began trading on the NYSE on September 8, 2015.



	Period Ending					
Index	**12/31/16**	**12/31/17**	**12/31/18**	**12/31/19**	**12/31/20**	**12/31/21**
Farmland Partners Inc.	100.00	82.16	45.08	69.35	91.60	127.97
S&P 500 Index	100.00	121.83	116.49	153.17	181.35	233.41
Dow Jones Equity All REIT Index	100.00	108.69	104.23	134.18	127.76	180.39

Distribution Information

Since our initial quarter as a publicly traded REIT, we have made regular quarterly distributions to our stockholders. We intend to continue to declare quarterly distributions, but we cannot provide any assurance as to the amount or timing of future distributions.

Our ability to make distributions in the future will depend upon our actual results of operations and earnings, economic conditions and other factors that could differ materially from our current expectations, including the impact of ongoing litigation. Our actual results of operations will be affected by a number of factors, including the revenue we receive from our properties, our operating expenses, interest expense, the ability of our tenants to meet their obligations and unanticipated expenditures. For more information regarding risk factors that could materially adversely affect our actual results of operations, see "Risk Factors." Any future distributions will be authorized by our Board of Directors in its sole discretion out of funds legally available therefor and will be dependent upon a number of factors, including restrictions under applicable law, the capital requirements of our Company and the distribution requirements necessary to qualify and maintain our qualification as a REIT. We may be required to fund distributions from working capital or borrow to provide funds for such distributions, or we may choose to make a portion of the required distributions in the form of a taxable stock dividend to preserve our cash balance or reduce our distribution. No distributions can be paid on our common stock unless we have paid all cumulative dividends on our Series A preferred units. The distribution preference of our Series A preferred units could limit our ability to make distributions to the holders of our common stock.

Holders of our Series A preferred units are entitled to receive cash distributions at a rate of 3.00% per annum on the $1,000 liquidation preference of the Series A preferred units, which is payable annually in arrears on January 15 of each year. See “Risk Factors — Certain aspects of our Series A preferred units may limit our ability to make distributions to our common stockholders.” Holders of shares of our Series B Participating Preferred Stock received cash dividends at a rate of 6.00% per annum on the initial liquidation preference per share of $25.00 (equivalent to the fixed annual rate of $1.50 per share) until the Company converted all outstanding shares of Series B Participating Preferred Stock into shares of common stock on October 4, 2021. See “Item 7 — Management’s Discussion and Analysis of Financial Condition and Results of Operations — Recent Developments — Redemption of Series B Participating Preferred Stock.”

In order to maintain qualification as a REIT, we must distribute to our stockholders, on an annual basis, at least 90% of our REIT taxable income, determined without regard to the deduction for dividends paid and excluding net capital gains. In addition, we will be subject to U.S. federal income tax at regular corporate rates to the extent that we distribute less than 100% of our net taxable income (including net capital gains) and will be subject to a 4% nondeductible excise tax on the amount by which our distributions in any calendar year are less than a minimum amount specified under applicable U.S. federal income tax laws. We intend to distribute our net income to our stockholders in a manner intended to satisfy the REIT 90% distribution requirement and to avoid any U.S. federal income tax liability on our income and the 4% nondeductible excise tax. We anticipate that our estimated cash available for distribution will exceed the annual distribution requirements applicable to REITs. However, under some circumstances, we may be required to use cash reserves, incur debt or liquidate assets at rates or times that we regard as unfavorable or make a taxable distribution of our shares in order to satisfy the REIT 90% distribution requirement and to avoid U.S. federal income tax and the 4% nondeductible excise tax.

We anticipate that, from time to time, our distributions will exceed our then current and accumulated earnings and profits for the relevant taxable year, as determined for U.S. federal income tax purposes, due to non-cash expenses such as certain stock-based compensation and depreciation and amortization. Therefore, a portion of our distributions may represent a return of capital for U.S. federal income tax purposes. The extent to which our distributions exceed our current and accumulated earnings and profits may vary substantially from year to year. To the extent a distribution is treated as a return of capital for U.S. federal income tax purposes, it will reduce a stockholder's adjusted tax basis in the holder's shares and, to the extent it exceeds the holder's adjusted tax basis, will be treated as gain resulting from a sale or exchange of such shares. As a result, the gain (or loss) recognized on a sale of that common stock or upon our liquidation would be increased (or decreased) accordingly.

Stockholder Information

As of February 25, 2022, there were approximately 57 holders of record of our common stock. However, because many shares of our common stock are held by brokers and other institutions on behalf of stockholders, we believe there are substantially more beneficial holders of our common stock than record holders. As of February 25, 2022, there were approximately 11 holders (other than our Company and management) of our Common units. Our Common units are redeemable for cash or, at our election, for shares of our common stock, on a one-for-one basis. As of February 25, 2022, there were six holders of our Series A preferred units.

Issuer Purchases of Equity Securities

Share Repurchase Program

On March 15, 2017, our Board of Directors approved a program to repurchase up to $25.0 million in shares of our common stock. Repurchases under this program may be made from time to time, in amounts and prices as we deem appropriate. Repurchases may be made in open market or privately negotiated transactions in compliance with Rule 10b-18 under the Exchange Act, subject to market conditions, applicable legal requirements, trading restrictions under our insider trading policy and other relevant factors. This share repurchase program does not obligate us to acquire any particular amount of common stock, and it may be modified or suspended at any time at our discretion. We expect to fund repurchases under the program using cash on our balance sheet. On August 1, 2018, our Board of Directors increased the authority under the share repurchase to $38.5 million. On November 7, 2019, the Board of Directors approved an additional

$50 million under the share repurchase program. Our repurchase activity for the three months ended December 31, 2021 under the share repurchase program is presented in the following table. As of the date of this report, we had $40.5 million of availability under the program.

(in thousands except per share amounts)	Total Number of Common Shares Purchased	Average Price Paid per Share	Total Number of Preferred Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Share Repurchase Program
October 1, 2021 - October 31, 2021	—	$ —	—	$ —	—	$ 40,456
November 1, 2021 - November 30, 2021	—	—	—	—	—	40,456
December 1, 2021 - December 31, 2021	—	—	—	—	—	40,456
Total	—	$ —	—	$ —	—	$ 40,456

Subsequent to December 31, 2021, the Company did not repurchase any shares of common or preferred stock.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the notes thereto contained elsewhere in this Annual Report on Form 10-K.

Overview and Background

Our primary strategic objective is to be a leading institutional acquirer, owner and/or manager of high-quality farmland located in agricultural markets throughout North America. As of the date of this Annual Report on Form 10-K, we own farms with an aggregate of approximately 160,200 acres in Alabama, Arkansas, California, Colorado, Florida, Georgia, Illinois, Kansas, Louisiana, Michigan, Mississippi, Missouri, Nebraska, North Carolina, South Carolina, South Dakota and Virginia. In addition, we serve as property manager over approximately 26,300 acres (see "Note 4—Related Party Transactions"). As of the date of this Annual Report on Form 10-K, approximately 70% of our portfolio (by value) is used to grow primary crops, such as corn, soybeans, wheat, rice and cotton, and approximately 30% is used to produce specialty crops, such as almonds, citrus blueberries, and vegetables. We believe our portfolio gives investors the economic benefit of increasing global food demand in the face of growing scarcity of high-quality farmland and will continue to reflect the approximate allocation of U.S. agricultural output between primary crops and animal protein (whose production relies principally on primary crops as feed), on one hand, and specialty crops, on the other.

In addition, under the FPI Loan Program, we make loans to third-party farmers (both tenant and non-tenant) to provide financing for property acquisitions, working capital requirements, operational farming activities, farming infrastructure projects and for other farming and agricultural real estate related projects.

FPI was incorporated in Maryland on September 27, 2013, and is the sole member of the sole general partner of the Operating Partnership, which is a Delaware limited partnership that was formed on September 27, 2013. All of FPI's assets are held by, and its operations are primarily conducted through, the Operating Partnership and its wholly owned subsidiaries. As of December 31, 2021, FPI owned 97.0% of the Common units and none of the Series A preferred units. See "Note 9 – Stockholders' Equity and Non-controlling Interests" within the notes to the consolidated financial statements included in this Annual Report on Form 10-K for additional information regarding the non-controlling interests.

FPI has elected to be taxed as a REIT under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended, commencing with its short taxable year ended December 31, 2014.

Recent Developments

Rutledge Loans Refinancings

On February 18, 2022, the Company and the Operating Partnership, as guarantors, and American Farmland Company L.P. ("AFCO"), a wholly owned subsidiary of the Company as the borrower, entered into an Amended, Restated and Consolidated Loan Agreement (the "Consolidated Loan Agreement") with Rutledge Investment Company ("Rutledge"), pursuant to which the parties agreed to consolidate the Company's five outstanding promissory notes with Rutledge (the "Legacy Rutledge Loans") into a single revolving credit loan in an aggregate principal amount of up to $112.0 million (the "Consolidated Loan") maturing on March 1, 2027 (the "Maturity Date" and collectively, the "Refinancing"). As a condition to Rutledge providing the Refinancing, the Company and the Operating Partnership individually entered into Amended and Restated Guaranty Agreements with Rutledge, each dated as of February 18, 2022 (each, a "Guaranty Agreement") whereby they are required to unconditionally guarantee AFCO's obligations under the Consolidated Loan, and AFCO entered into that certain Consolidated of Notes and Modification and Extension Agreement with Rutledge, dated as of February 18, 2022 (the "Modification Agreement," and together with the Consolidated Loan Agreement and the Guaranty Agreements, the "Refinancing Agreements"). As of the date of this Annual Report on Form 10-K, the $112.0 million was fully drawn on the Consolidated Loan.

The interest rate for the Consolidated Loan is based on the Secured Overnight Financing Rate, plus an applicable margin. The applicable margin for the Consolidated Loan will be 1.80% to 2.25%, depending on the applicable pricing level in effect. The Company previously paid a commitment fee to Rutledge equal to 0.50% of the aggregate principal

amount of the Consolidated Loan. Generally, the Consolidated Loan Agreement contains terms consistent with the Legacy Rutledge Loans, including, among others, the representations and warranties, affirmative, negative and financial covenants and events of default. The Company will owe no prepayment penalty if it elects to repay the Consolidated Loan in full before the Maturity Date.

The foregoing description of the Refinancing Agreements is not complete and is qualified in its entirety by reference to the text of the Refinancing Agreements, which are filed as Exhibits 10.26, 10.27, 10.28 and 10.29 to this Annual Report on Form 10-K and are incorporated herein by reference.

2021 Completed Acquisitions and Dispositions

During 2021, we completed 12 asset acquisitions, consisting of 12 properties, in the Corn Belt, Delta and South, High Plains, Southeast and West Coast regions. Aggregate consideration for these acquisitions totaled $81.2 million of which $28.4 million was paid through the issuance of notes payable. No intangible assets were acquired through these acquisitions. We also completed 12 dispositions consisting of 20 properties in the Corn Belt, Delta and South and Southeast regions. The Company received cash consideration for these dispositions totaling $70.6 million in cash consideration and $2.4 million of convertible notes receivable (which was subsequently converted to membership interests in the OZ Fund on July 16, 2021), and recognized an aggregate gain on sale of $9.3 million.

Stock Repurchases

During 2021, we repurchased no shares of our common stock and 25,073 shares of our Series B Participating Preferred Stock for $0.7 million at an average price of $25.92 per share.

Redemption of Series B Participating Preferred Stock

On October 4, 2021, the Company converted all 5,806,797 shares of the outstanding Series B Participating Preferred Stock into shares of common stock. Each share of Series B Participating Preferred Stock was converted into 2.0871798 shares of common stock, or 12,119,829 shares of common stock in total, less any fractional shares. Holders of the Series B Participating Preferred Stock received cash in lieu of fractional shares. As a result of the conversion, the Company recorded a $5.7 million deemed dividend to the Series B Participating Preferred stockholders, which represents the conversion value as of the conversion date less the carrying value as of October 4, 2021.

Opportunity Zone Agreement

On January 20, 2021, we entered into an agreement with Promised Land Opportunity Zone Farms I, LLC (the "OZ Fund"), a private investment fund focused on acquiring and improving farmland in qualified opportunity zones in the United States ("QOZs"), as designated under U.S. tax provisions enacted in 2017. On March 5, 2021, the Company sold 9 farms to the OZ Fund. On March 31, 2021, the Company sold an additional property to the OZ Fund. The Company received approximately $19.1 million in cash and approximately $2.4 million in convertible notes receivable (the "OZ Convertible Notes"). The OZ Convertible Notes had an interest rate of 1.35% and an aggregate principal balance of $2.4 million. On July 16, 2021, the Company provided notice to the OZ Fund that it was converting its OZ Convertible Notes, and accrued interest thereon, into membership interests in the OZ Fund, in accordance with the terms of the OZ Convertible Notes. The value of the conversion was $2.4 million and the Company's membership interests in the OZ Fund was approximately 7.6% upon conversion and increased to 9.97% as of December 31, 2021 after subsequent capital contributions. Please refer to "Note 4 – Related Party Transactions." The OZ Fund has the option to purchase additional properties from the Company.

Impact of COVID-19 on Our Business

We are gaining a better understanding of the impact of the COVID-19 pandemic on our business and the recovery relative to 2020. Gasoline consumption (and therefore ethanol, and its input product, corn) increased in 2021 over 2020, when consumption fell significantly because of the pandemic. Dining out (e.g., restaurants) increased in 2021 over 2020, when efforts to limit the spread of COVID-19 included stay-at-home orders that led to significant changes in U.S. consumers' food-spending patterns. We are unable to quantify the ultimate impact of the pandemic on our business, as

there are still significant uncertainties around the social and economic impact of the pandemic, and government responses. In such trying times, we are proud to support the industry and hardworking farmers that feed the entire country.

Factors That May Influence Future Results of Operations and Farmland Values

The principal factors affecting our operating results and the value of our farmland include global demand for food relative to the global supply of food, farmland fundamentals and economic conditions in the markets in which we own farmland and our ability to increase or maintain rental revenues while controlling expenses. We are currently in an environment of rapidly appreciating land values, driven by, among other things, inflation fears, strong commodity prices and a positive outlook for farmer profitability. Moreover, each year additional farmland in various portions of the world, including the United States, is repurposed for commercial development, thus decreasing the land acreage available for production of permanent and specialty crops necessary to feed the world's growing population. Although farmland prices may show a decline from time to time, we believe that any reduction in U.S. farmland values overall is likely to be short-lived as global demand for food and agricultural commodities typically exceeds global supply and quality farmland becomes more scarce.

Demand

We expect that global demand for food, driven primarily by significant increases in the gross domestic product ("GDP") per capita and global population, will continue to be the key driver of farmland values. We expect that global demand for most crops will continue to grow to keep pace with global population growth. We also believe that growth in global GDP per capita, particularly in developing nations, will contribute significantly to increasing demand for primary crops. As global GDP per capita increases, the composition of daily caloric intake is expected to shift away from the direct consumption of primary crops toward animal-based proteins, which is expected to result in increased demand for primary crops as feed for livestock. We anticipate these factors will lead to either higher crop prices and/or higher yields and, therefore, higher rental rates on our farmland, as well as sustained growth in farmland values over the long term.

According to "How to Feed the World in 2050," a report by the United Nations' Food and Agriculture Organization ("UN FAO"), these factors are expected to require more than one billion additional tons of global annual grain production by 2050 to feed a global population in excess of 9 billion. The projected growth in grain production represents a 43% increase from 2005-2007 levels and more than two times the 446 million tons of grain produced in the United States in 2014. Furthermore, we believe that, as GDP per capita grows, a significant portion of additional household income is allocated to food and that once individuals increase consumption of, and spending on, higher quality food, they will strongly resist returning to their former dietary habits, resulting in greater inelasticity in the demand for food. As a result, we believe that, as global demand for food increases, rental rates on our farmland and the value of our farmland will increase over the long term. Global demand for corn and soybeans as inputs in the production of biofuels such as ethanol and soy diesel also could impact the prices of corn and soybeans, which, in the long term, could impact our rental revenues and our results of operations. The success of our long-term business strategy is not dependent on growth in demand for biofuels, and we do not believe that demand for corn and soybeans as inputs in the production of biofuels will materially impact our results of operations or the value of our farmland, primarily because we believe that growth in global population and GDP per capita will be more significant drivers of global demand for primary crops over the long term.

Despite advances in income, according to "The State of Food Security and Nutrition in the World," a report by the UN FAO, 2.37 billion people did not have access to adequate food in 2020.

Supply

Global supply of agricultural commodities is driven by two primary factors, the number of tillable acres available for crop production and the productivity of the acres being farmed. Although the amount of global cropland in use has gradually increased over time, growth has plateaued over the last 20 years. Typically additions to cropland are in areas of marginal productivity, while cropland loss, driven by urban development, tends to affect primarily highly productive areas. Cropland area continues to increase in developing countries, but after accounting for expected continuing cropland loss, the UN FAO projects only 173 million acres will be added from 2005-2007 to 2050, an approximate 5% increase. In comparison, world population is expected to grow over the same period to 9.1 billion, a nearly 40% increase. According

to the World Bank Group arable land per capita has decreased by approximately 50% from 1961 to 2018. While we expect growth in the global supply of arable land, we also expect that landowners will only put that land into production if increases in commodity prices and the value of farmland cause landowners to benefit economically from using the land for farming rather than alternative uses. We also believe that decreases in the amount of arable land in the United States and globally as a result of increasing urbanization will partially offset the impact of additional supply of farmland. Additionally, we believe that farmland lost to urban development disproportionately impacts higher quality farmland. According to a study published in 2017 in the Proceedings of the National Academy of Sciences, urban expansion is expected to take place on cropland that is 1.77 times more productive than the global average. The global supply of food is also impacted by the productivity per acre of tillable land. Historically, productivity gains (measured by average crop yields) have been driven by advances in seed technology, farm equipment, irrigation techniques, and improvements in soil health, chemical nutrients and pest control. Furthermore, we expect the increasing shortage of water in many irrigated growing regions in the United States and other growing regions around the globe, often as a result of new water restrictions imposed by laws or regulations, to lead to decreased productivity growth on many acres and, in some cases, cause yields to decline on those acres.

Conditions in Our Existing Markets

Our portfolio spans numerous farmland markets and crop types, which provides us broad diversification across conditions in these markets. Across all regions, farmland acquisitions continue to be dominated by buyers who are existing farm owners and operators, whereas institutional investors constitute a small fraction of the industry. We generally see firm demand for high quality properties across all regions and crop types.

Farmland values are typically very stable, often showing modest increases even in years of commodity price weakness. We expect this trend to continue, with modest but consistent annual increases that compound into significant appreciation in the long term. Under certain market conditions, as we experienced in 2021, with strong commodity prices and farmer profitability, there are periods of accelerating appreciation in farmland values. Leases being renegotiated under the robust market conditions experienced in 2021, the first leasing cycle since the farm economy improved, continue to reflect significant rent increases.

We believe quality farmland in the United States has a near-zero vacancy rate as a result of the supply and demand fundamentals discussed above. We believe that due to the relatively high fixed costs associated with farming operations (including equipment, labor and knowledge), many farm operators in some circumstances will rent additional acres of farmland when it becomes available in order to allocate their fixed costs over additional acres. Our view is that rental rates for farmland are a function of farmland operators' view of the long-term profitability of farmland, and that many farm operators will compete for farmland even during periods of decreased profitability due to the scarcity of farmland available to rent. Furthermore, because it is generally customary in the industry to provide the existing tenant with the opportunity to re-lease the land at the end of each lease term, we believe that many farm operators will rent additional land that becomes available in order to control the ability to farm that land in future periods. As a result, in our experience, many farm operators will aggressively pursue rental opportunities in their operable geographic area, even when the farmer anticipates lower current returns or short-term losses.

In our primary row crop farmland, we realized rent increases of over 10% in connection with 2021 lease renewals, and, as the farm economy continues to be very strong, we expect to benefit from rent growth into 2022. This is consistent with robust prices in primary crop markets and tenant demand for leasing high quality farmland. Across specialty crops, operator profitability is recovering after being under pressure partly due to COVID-19.

Lease Expirations

Farm leases are generally three to five years in duration. As of December 31, 2021, our portfolio had the following lease expirations as a percentage of approximate acres leased and annual minimum fixed rents:

($ in thousands)

Year Ending December 31,	Approximate Acres	% of Approximate Acres	Annual Fixed Rents	% of Annual Fixed Rents
2022	62,720	39.2 %	$ 10,206	34.5 %
2023	28,209	17.6 %	7,898	26.8 %
2024	42,918	26.8 %	8,545	29.0 %
2025	12,147	7.6 %	1,137	3.9 %
2026	6,022	3.8 %	168	0.6 %
Thereafter	8,182	5.0 %	1,554	5.2 %
	160,198	100.0 %	$ 29,508	100.0 %

Rental Revenues

Our revenues are primarily generated from renting farmland to operators of farming businesses. Our leases have terms ranging from one to 40 years, with three years being the most common. Although the majority of our leases do not provide the tenant with a contractual right to renew the lease upon its expiration, we believe it is customary to provide the existing tenant with the opportunity to renew the lease, subject to any increase in the rental rate that we may establish. If the tenant elects not to renew the lease at the end of the lease term, the land will be offered to a new tenant. As discussed above, the vacancy rate for quality US farmland is near zero and there is often competition among tenants for quality farmland; accordingly, we do not believe that re-leasing farmland upon the expiration of existing leases is a significant risk for FPI.

The leases for the majority of the row-crop properties in our portfolio provide that tenants must pay us at least 50% of their fixed rent in advance of each spring planting season. As a result, we collect a significant portion of total annual rents in the first calendar quarter of each year. We believe our use of leases pursuant to which at least 50% of the annual rent is payable in advance of each spring planting season mitigates the tenant credit risk associated with the variability of farming operations that could be adversely impacted by poor crop yields, weather conditions, mismanagement, undercapitalization or other factors affecting our tenants. Tenant credit risk is further mitigated by usually requiring that our tenants maintain crop insurance and by our claim on a portion of the related proceeds, if any, as well as by our security interest in the growing crop. Prior to acquiring farmland property, we take into consideration the competitiveness of the local farm-operator tenant environment in order to enhance our ability to quickly replace a tenant that is unwilling to renew a lease or is unable to pay a rent payment when it is due. Many of our leases provide for the reimbursement by the tenant of the property's real estate taxes that we pay in connection with the farms they rent from us.

Expenses

Substantially all of our farm leases are structured in such a way that we are responsible for major maintenance, certain insurance and taxes (which are sometimes reimbursed to us by our tenants), while our tenant is responsible for operating expenses, minor maintenance, water usage and all of the additional input costs related to farming operations on the property, such as seed, fertilizer, labor and fuel. We expect that substantially all of the leases for farmland we acquire in the future will contain features related to expenses payable by us, consistent with substantially all of our existing leases. As the owner of the land, we generally only bear costs related to major capital improvements permanently attached to the property, such as irrigation systems, drainage tile, grain storage facilities, permanent plantings or other physical structures customary for farms. In cases where capital expenditures are necessary, we typically seek to offset, over a period of multiple years, the costs of such capital expenditures by increasing rental rates. We also incur the costs associated with maintaining liability and casualty insurance.

We incur costs associated with running a public company, including, among others, costs associated with employing our personnel, compliance costs, and legal and accounting fees. We incur costs associated with due diligence and acquisitions, including, among others, travel expenses, and consulting fees. We also incur costs associated with managing our farmland. The management of our farmland, generally, is not labor or capital intensive because farmland generally has minimal physical structures that require routine inspection and maintenance, and our leases, generally, are structured to

require the tenant to pay many of the operating costs associated with the property. Furthermore, we believe that our platform is scalable, and we do not expect the expenses associated with managing our portfolio of farmland to increase significantly as the number of farm properties we own increases over time.

Crop Prices

While many people assume that short-term crop prices have a great impact on farm values, we believe that long-term farmer profitability and revenue per acre, expressed as crop prices multiplied by crop yield, is a much more significant driver of farm value. Crop yields trends in corn and soybeans have been steadily increasing over the last thirty years, and the USDA projects improved yields for the 2021/2022 marketing year (September 2021 to August 2022) compared to the previous year. Short-term crop price changes have had little effect historically on farmland values. They also have a limited impact on our rental revenue, as most of our leases provide for a fixed rental rate, a common approach in agricultural markets, especially with respect to row crops, for several reasons. This approach simplifies the administrative requirements for the landlord and the tenant significantly. This approach supports the tenants' desire to maintain access to their leased farms, which are in short supply, a concept expanded upon below, by providing the landlord consistent rents. Crop price exposure is also limited because tenants also benefit from the fundamental revenue hedging that occurs when large crop yields mitigate the effect of lower crop prices. Similarly, lower crop yields have a tendency to trigger higher crop prices and help increase revenue even when confronted by lower crop yields. Such hedging effect also limits the impact of short-term crop price changes on revenues generated by leases with a variable rent component based on farm revenues. Further risk mitigation is available to tenants, and indirectly to us, via crop insurance and hedging programs implemented by tenants. Our TRS also takes advantage of these risk mitigation programs and strategies with respect to the properties it owns.

Crop prices are affected by many factors that can differ on a yearly basis. Weather conditions and crop diseases can create a significant risk of price volatility. Changes in government regulations and policy, fluctuations in global prosperity, fluctuations in foreign trade and export markets and eruptions of military conflicts or civil unrest also impact crop prices.

In late 2020 and 2021 prices rebounded to or near prior highs, driven by increased demand expectations from China and modest adverse weather conditions around the world.

Interest Rates

We expect that future changes in interest rates will impact our overall operating performance by, among other things, affecting our borrowing costs and borrowing costs of our tenants. While we may seek to manage our exposure to future changes in rates through interest rate swap agreements or interest rate caps, portions of our overall outstanding debt will likely remain at floating rates. In addition, a sustained material increase in interest rates may cause farmland prices to decline if the rise in real interest rates (which is defined as nominal interest rates minus the inflation rate) is not accompanied by rises in the general levels of inflation. However, our business model anticipates that over time the value of our farmland will increase, as it has in the past, at a rate that is equal to or greater than the rate of inflation, which may in part offset the impact of rising interest rates on the value of our farmland, but there can be no guarantee that this appreciation will occur to the extent that we anticipate or at all.

International Trade

In corn, the 2020/2021 marketing year (September 2020 to August 2021) saw a 55% increase in exports, compared to the previous year. In soybeans, the 2020/2021 marketing year (September 2020 to August 2021) saw a 35% increase in exports, compared to the previous year.

Following the trade tensions between China and the U.S. that started developing in 2018, the two countries reached a "Phase 1" trade deal in late 2019. At this point, we believe that China and the U.S. will endeavor to largely comply with the Phase 1 trade deal, leading to increased purchases by China of many U.S. agricultural exports. While logistical disruptions introduced by the COVID-19 pandemic slowed China's compliance with its Phase 1 commitments, U.S. agricultural exports to China reached record levels in 2021 and the USDA projects exports to be higher still in 2022.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues and expenses during the reporting period. Actual amounts may differ significantly from these estimates and assumptions. We have provided a summary of our significant accounting policies in the notes to the historical consolidated financial statements included elsewhere in this filing. We have set forth below those accounting policies that we believe require material subjective or complex judgments and have the most significant impact on our financial condition and results of operations. We evaluate our estimates, assumptions and judgments on an ongoing basis, based on information that is then available to us, our experience and various matters that we believe are reasonable and appropriate for consideration under the circumstances.

Real Estate Acquisitions

When we acquire farmland where substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets it is not considered a business. As such, we account for these types of acquisitions as asset acquisitions. We allocate the purchase price of properties that meet the definition of an asset acquisition to net tangible and identified intangible assets acquired based on their relative fair values using assumptions primarily based upon property-specific characteristics.

In making estimates of relative fair values for purposes of allocating purchase price, we utilize a number of sources, including independent appraisals that may be obtained in connection with the acquisition or financing of the respective property, our own analysis of recently acquired or developed and existing comparable properties in our portfolio and other market data. The Company also considers information obtained about each property as a result of its pre-acquisition due diligence, marketing and leasing activities in estimating the relative fair value of the tangible and intangible assets/liabilities acquired. The allocations of purchase price are sensitive due to a number of inputs and judgements made by management including market data and property specific characteristics such as soil types and water availability.

Net tangible assets, historically, have consisted of land, drainage improvements, irrigation improvements, groundwater, permanent plantings (bushes, shrubs, vines, and perennial crops), and grain facilities, while intangible assets, historically, consisted of in-place leases, above market and below market leases, and tenant relationships.

We allocate the purchase price to the fair value of the tangible assets by valuing the land as if it were unimproved. We value improvements, including permanent plantings and grain facilities, at replacement cost, adjusted for depreciation. Our estimates of land value are made using a comparable sales analysis. Factors considered by us in our analysis of land value include soil types and water availability and the sales prices of comparable farms. Our estimates of groundwater value are made using historical information obtained regarding the applicable aquifer. Factors considered by us in our analysis of groundwater value are related to the location of the aquifer and whether or not the aquifer is a depletable resource or a replenishing resource. If the aquifer is a replenishing resource, no value is allocated to the groundwater. We include an estimate of property taxes in the purchase price allocation of acquisitions to account for the expected liability that was assumed.

When above or below market leases are acquired, we value the intangible assets based on the present value of the difference between prevailing market rates and the in-place rates measured over a period equal to the remaining term of the lease for above market leases and the initial term plus the term of any below market fixed rate renewal options for below market leases that are considered bargain renewal options. The above market lease values will be amortized as a reduction of rental income over the remaining term of the respective leases. The fair value of acquired below market leases, included in deferred revenue on the accompanying consolidated balance sheets, is amortized as an increase to rental income

on a straight-line basis over the remaining non-cancelable terms of the respective leases, plus the terms of any below market fixed rate renewal options that are considered bargain renewal options of the respective leases.

The purchase price is allocated to in-place lease values and tenant relationships, if they are acquired, based on our evaluation of the specific characteristics of each tenant's lease, availability of replacement tenants, probability of lease renewal, estimated down time, and our overall relationship with the tenant. The value of in-place lease intangibles and tenant relationships will be included as an intangible asset and will be amortized over the remaining lease term (including expected renewal periods of the respective leases for tenant relationships) as amortization expense. If a tenant terminates its lease prior to its stated expiration, any unamortized amounts relating to that lease, including (i) above and below market leases, (ii) in-place lease values, and (iii) tenant relationships, would be recorded to revenue or expense as appropriate.

Impairment of Real Estate Assets

We evaluate our tangible and identifiable intangible real estate assets for impairment indicators whenever events such as declines in a property's operating performance, deteriorating market conditions, or environmental or legal concerns bring recoverability of the carrying value of one or more assets into question. If such events are present, we project the total undiscounted cash flows of the asset, including proceeds from disposition, and compare it to the net book value of the asset. If this evaluation indicates that the carrying value may not be recoverable, an impairment loss is recorded in earnings equal to the amount by which the carrying value exceeds the fair value of the asset. Assessing impairment can be complex and involves a high degree of subjectivity in determining if indicators are present and in estimating the future undiscounted cash flows or the fair value of an asset. In particular, these estimates are sensitive to significant assumptions, including the estimation of future rental revenues, operating expenses, discount and capitalization rates and our intent and ability to hold the related asset, all of which could be affected by our expectations about future market or economic conditions. Assumptions are primarily subject to property-specific characteristics, especially with respect to our intent and ability to hold the related asset. While these property-specific assumptions can have a significant impact on the undiscounted cash flows or estimated fair value of a particular asset, our evaluation of the reported carrying values of long-lived assets during the current year were not particularly sensitive to external or market assumptions. There have been no impairments recognized on real estate assets in the accompanying financial statements.

Results of Operations

This section of this Form 10-K generally discusses 2021 and 2020 items and year-to-year comparisons between 2021 and 2020. Year-to-year comparisons between 2020 and 2019 that are not included in this Form 10-K can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020.

Comparison of the year ended December 31, 2021 to the year ended December 31, 2020

($ in thousands)	For the years ended December 31, 2021	2020	$ Change	% Change
OPERATING REVENUES:				
Rental income	$ 45,251	$ 43,693	$ 1,558	3.6 %
Tenant reimbursements	3,450	3,637	(187)	(5.1)%
Crop sales	880	1,902	(1,022)	(53.7)%
Other revenue	2,158	1,457	701	48.1 %
Total operating revenues	51,739	50,689	1,050	2.1 %
OPERATING EXPENSES				
Depreciation, depletion and amortization	7,629	7,972	(343)	(4.3)%
Property operating expenses	7,331	7,350	(19)	(0.3)%
Cost of goods sold	1,525	3,387	(1,862)	(55.0)%
Acquisition and due diligence costs	55	11	44	NM
General and administrative expenses	8,208	5,896	2,312	39.2 %
Legal and accounting	10,147	3,742	6,405	NM
Other operating expenses	31	2	29	NM
Total operating expenses	34,926	28,360	6,566	23.2 %
OPERATING INCOME	16,813	22,329	(5,516)	(24.7)%
OTHER (INCOME) EXPENSE:				
Other (income) expense	(66)	111	(177)	NM
(Income) loss from equity method investment	(19)	—	(19)	NM
(Gain) on disposition of assets	(9,290)	(2,989)	(6,301)	NM
Interest expense	15,929	17,677	(1,748)	(9.9)%
Total other expense	6,554	14,799	(8,245)	(55.7)%
Net income before income tax expense	10,259	7,530	2,729	36.2 %
Income tax expense	—	—	—	NM
NET INCOME	$ 10,259	$ 7,530	$ 2,729	36.2 %

NM = Not Meaningful

Our rental income for 2021 was impacted by 12 acquisitions and 20 dispositions that took place in 2021. Although we have historically separately presented our rental income on a same-property portfolio basis to highlight the effect of changes in our rental income due to acquisitions and dispositions, we no longer believe this presentation is helpful to investors because the nature and significance of variable rents, specifically, yield, prices and timing of payment, vary (in some cases, materially) from year to year. In addition, farms moving to or from direct operation are difficult to compare from year to year. Accordingly, beginning with this Annual Report on Form 10-K, we will no longer present information about this metric as part of the discussion of our results of operations.

Rental income increased $1.6 million, or 3.6%, for the year ended December 31, 2021 compared to the year ended December 31, 2020, resulting from increased variable rent, partially offset by asset dispositions, rental rates renegotiated downward in the summer of 2020 during the height of the COVID-19 pandemic and before the recovery in the farm economy, and certain farms converting to direct operations.

Revenues recognized from tenant reimbursement of property taxes decreased $0.2 million, or 5.1%, for the year ended December 31, 2021 compared to the year ended December 31, 2020. This decrease is the result of asset dispositions and certain farms converting to direct operations.

Crop sales decreased $1.0 million, or 53.7%, for the year ended December 31, 2021 compared to the year ended December 31, 2020. This decrease is the result of a lower volume of crop sold as the Company directly operated fewer farms.

Other revenue increased $0.7 million, or 48.1%, for the year ended December 31, 2021 compared to the year ended December 31, 2020. This increase was primarily due to litigation settlement proceeds, management fees, and auction and brokerage income, partially offset by lower crop insurance proceeds.

Depreciation, depletion and amortization decreased $0.3 million, or 4.3%, for the year ended December 31, 2021 compared to the year ended December 31, 2020. This decrease is a result of asset dispositions and the decrease of the amortization of in-place leases acquired as part of the AFCO acquisition that were fully amortized in prior periods.

Property operating expenses remained relatively flat at $7.3 million and $7.4 million for the years ended December 31, 2021 and 2020, respectively.

Cost of goods sold totaled $1.5 million for the year ended December 31, 2021 compared to $3.4 million for the year ended December 31, 2020. This decrease is the result of a lower volume of crop sold as the Company directly operated fewer acres in the year ended December 31, 2021 compared to the year ended December 31, 2020.

Acquisition and due diligence costs remained relatively flat at $0.1 million and $0.0 million for the years ended December 31, 2021 and 2020, respectively.

General and administrative expenses increased $2.3 million, or 39.2%, for the year ended December 31, 2021 compared to the year ended December 31, 2020. This increase was largely driven by higher personnel costs, travel and consulting expenses.

Legal and accounting expenses increased $6.4 million for the year ended December 31, 2021 compared to the year ended December 31, 2020, which was primarily the result of legal fees incurred in excess of insurance coverage in relation to a “short and distort” attack against the Company conducted by anonymous parties, including Quinton Mathews, under the pseudonym Rota Fortunae, and his co-conspirators, as discussed under Part I, Item 1 “Note 8—Commitments and Contingencies—Litigation”. This amount also reflects expenses related to the complaint filed against Sabrepoint, as discussed further below.

On June 20, 2021, Quinton Mathews (a.k.a. “Rota Fortunae”) entered into a settlement agreement with the Company in which he agreed to pay the Company a multiple of the profits he made when the Company’s common stock price fell in connection with the Rota Fortunae article. The Company has long believed the Rota Fortunae article was part of a short and distort attack on the Company. This was confirmed when Quinton Mathews issued a press release admitting he and his advisory clients shorted the Company in advance of the article and profited from the decline it caused, and further admitted that many of the key statements in that article, which he acknowledged led to the stock’s decline, were false. Following the parties’ settlement, the Court granted a joint stipulated motion to dismiss the case on June 29, 2021.

On July 2, 2021, the Company filed a complaint against First Sabrepoint Capital Management, LP, Sabrepoint Capital Partners, LP, Sabrepoint Capital Participation, LP, George Baxter, and Donald Marchiony (collectively, “Sabrepoint”) in the Civil District Courts of Dallas County, Texas seeking relief for their role, as alleged in the complaint, in the short and distort scheme. On December 17, 2021, the Company's claims against Sabrepoint were dismissed by the court. We are pursuing an appeal of that order and are confident it will be overturned and the litigation will be allowed to proceed. On January 26, 2022, Sabrepoint filed a motion for attorney's fees relating to the defense of that action. The Company has opposed Sabrepoint's attorney's fees application, which is currently pending before Judge Wysocki.

The Company continues to defend stockholder class action lawsuits that the Company believes are meritless related to the claims made by Rota Fortunae. In 2021, the two prior lead plaintiffs of the stockholder class action withdrew and were substituted by a new lead plaintiff, who is now the third lead plaintiff purporting to represent the class in the litigation. Amounts incurred to defend the stockholder claims are no longer covered by the Company’s insurance policies because legal and other costs to defend such claims exceeded the Company’s coverage amounts. Accordingly, the Company has not recognized any receivable for insurance recoveries. During 2021, extensive discovery occurred in connection with the class action litigation, and the Company has filed a motion for summary judgment that, if granted, would end the litigation. Because discovery tends to be the most expensive portion of all litigation, we believe that legal fees should begin to

decline, as was seen in the fourth quarter of 2021, when legal fees declined from an average of $2.3 million per quarter for the previous four quarters to approximately $1.3 million in the fourth quarter of 2021.

Other operating expenses were negligible during the year ended December 31, 2021 and remained relatively consistent compared to the year ended December 31, 2020.

Other income and expense changed to $0.1 million of income for the year ended December 31, 2021 from $0.1 million of expense for the year ended December 31, 2020.

Gain on disposition of assets increased $6.3 million for the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily due to the fact that the cumulative sales prices for the farms, in excess of book value, sold during the year ended December 31, 2021 were more than the farms sold during the year ended December 31, 2020.

Interest expense decreased $1.7 million, or 9.9%, for the year ended December 31, 2021 compared to the year ended December 31, 2020. This decrease is the result of a decrease in interest rates and lower outstanding debt throughout much of 2021.

Liquidity and Capital Resources

Overview

Liquidity is a measure of our ability to meet potential cash requirements, including ongoing commitments to repay any outstanding borrowings, fund and maintain our assets and operations, make distributions to our stockholders and unitholders, and other general business needs.

Our short- and long-term liquidity requirements consist primarily of funds necessary to make principal and interest payments on outstanding borrowings, make distributions on our Series A preferred units, make distributions necessary to qualify for taxation as a REIT, fund our operations, and pay legal fees in relation to the Rota Fortunae litigation in excess of the Company’s insurance coverage. In addition, we require liquidity to acquire additional farmland, extend loans under the FPI Loan Program, and make other investments and capital expenditures. We expect to meet our liquidity needs through cash on hand, operating cash flows, borrowings, equity issuances and asset dispositions, if necessary.

We entered into equity distribution agreements on October 29, 2021 in connection with the "at-the-market" equity offering program (the "ATM Program"), under which the Company may issue and sell from time to time, through the sales agents, shares of our common stock having an aggregate gross sales price of up to $75 million (the "$75 million ATM Program"). In connection with our entry into the distribution agreements, we terminated the equity distribution agreements, each dated as of May 14, 2021, for our prior $50 million ATM Program (the "$50 million ATM Program”). Through December 31, 2021, the Company generated $25.7 million in gross proceeds and $25.4 million in net proceeds under the $50 million ATM Program, and $1.9 million in gross and net proceeds under the $75 million ATM Program for totals of $27.6 million and $27.3 million in gross and net proceeds, respectively. The ATM Program is intended to provide cost-effective financing alternatives in the capital markets. We intend to use the net proceeds for future farmland acquisitions in accordance with our investment strategy, for loans under the FPI Loan Program, and for general corporate purposes. We intend to continue to utilize the ATM Program when the market price of our common stock remains at levels which are deemed appropriate by our Board of Directors. In addition, the Company may increase the size of the ATM Program in the future.

Our ability to incur additional debt will depend on a number of factors, including our degree of leverage, the value of our unencumbered assets, compliance with the covenants under our existing debt agreements, borrowing restrictions that may be imposed by lenders and the conditions of debt markets. Our ability to access the equity capital markets will depend on a number of factors as well, including general market conditions for REITs and market perceptions about us.

We manage our capital position and liquidity needs by continuously forecasting our expected cash receipts, expenses and capital needs, managing our cash position and monitoring all the sources of capital available to us. Our business model, and the business model of real estate investment companies in general, utilizes a combination of debt and equity capital in

financing the business. When debt becomes due, it is generally refinanced or repaid with proceeds from the issuance of equity securities or the sale of farms rather than repaid using our cash flow from operations. When material debt repayments are due within the following 12 months, we work with current and new lenders and other potential sources of capital sufficiently in advance of the debt maturity to ensure that all of our obligations are satisfied in a timely manner. We have a history of being able to refinance or extend our debt obligations to manage our debt maturities. We also have an effective shelf registration statement with approximately $200 million of capacity whereby we could issue additional equity or debt securities, and during 2021 we raised $27.3 million of equity capital from our ATM Programs as mentioned above. Furthermore, we have a large portfolio of high-quality real estate assets which we believe could be selectively and readily liquidated if necessary to fund our immediate liquidity needs. As of December 31, 2021, we had $112.0 million of indebtedness coming due on April 1, 2022. On February 18, 2022, we entered into an agreement with Farm Credit Mid-America to extend these maturities to March 1, 2027. After refinancing the $112.0 million of indebtedness mentioned above, the Company has no material debt maturities due before 2025. See "Recent Developments — Rutledge Loans Refinancing" for more information regarding the refinancing of our loans with Rutledge Investment Company on February 18, 2022.

During the year ended December 31, 2021, we used $0.7 million to repurchase an aggregate of 25,073 shares of Series B Participating preferred stock at a weighted average price of $25.92. We currently have authority to repurchase up to an aggregate of $40.5 million in additional shares of our common stock or shares.

Contractual Obligations

The following table sets forth our contractual obligations and commitments as of December 31, 2021:

($ in thousands)	Payments Due by Period				
Contractual Obligations	**2022**	**2023-2025**	**2026-2028**	**2029 & Beyond**	**Total**
Principal Payments of:					
Long-Term Indebtedness [1]	$ 112,000	$ 24,987	$ 255,458	$ 120,983	$ 513,428
Interest Payments on:					
Fixed-Rate Long-Term Indebtedness	11,846	34,924	17,035	30,491	94,296
Variable-Rate Long-Term Indebtedness [2]	1,601	3,213	2,410	—	7,224
Commitment on Mortgage Note Receivable	—	—	—	—	—
Lease Payments	107	—	—	—	107
Capital Commitments	—	—	—	—	—
Total	$ 125,554	$ 63,124	$ 274,903	$ 151,474	$ 615,055

(1) On February 18, 2022, the Company entered into an agreement with Farm Credit Mid-America to extend the maturities on our $112.0 million of outstanding debt maturing on April 1, 2022 to March 1, 2027.

(2) Variable rate long-term indebtedness has been determined for purposes of this table based upon the balance and interest rates in place as of December 31, 2021.

Consolidated Indebtedness

For further details relating to our consolidated indebtedness refer to "– Recent Developments – Financing Activity" and Note 7 – Mortgage Notes, Line of Credit and Bonds Payable included in the financial statement section of this Annual Report on Form 10-K.

Sources and Uses of Cash

The following table summarizes our cash flows for the years ended December 31, 2021 and 2020:

	For the years ended December 31,	
(in thousands)	**2021**	**2020**
Net cash provided by operating activities	$ 7,856	$ 19,726
Net cash provided by (used in) investing activities	$ (18,769)	$ 18,668
Net cash provided by (used in) financing activities	$ 13,867	$ (23,738)

Comparison of the year ended December 31, 2021 to the year ended December 31, 2020

As of December 31, 2021, we had $30.2 million of cash and cash equivalents compared to $27.2 million at December 31, 2020.

Cash Flows from Operating Activities

Net cash provided by operating activities decreased by $11.9 million, primarily as a result of the following:

- Receipt of $34.4 million in fixed rents, $9.4 million in variable rent and $4.7 million in tenant reimbursements for the year ended December 31, 2021 as compared to the receipt of $35.0 million in fixed rents, $10.5 million in variable rents, and $4.2 million in tenant reimbursements in the year ended December 31, 2020;
- A change in accounts receivable of $(1.0) million for the year ended December 31, 2021 compared to $1.2 million for the year ended December 31, 2020;
- A change in inventory of $(1.7) million for the year ended December 31, 2021 compared to $0.4 million for the year ended December 31, 2020;
- A change in accrued interest of $(0.5) million for the year ended December 31, 2021 compared to $0.2 million for the year ended December 31, 2020;
- A change in accrued expenses of $0.7 million for the year ended December 31, 2021 compared to $2.0 million for the year ended December 31, 2020; and
- Proceeds from litigation settlement of $0.6 million in the year ended December 31, 2021.

Cash Flows from Investing Activities

Net cash provided by investing activities increased by $37.4 million primarily as a result of the following:

- Property acquisitions during the year ended December 31, 2021 of $81.2 million as compared to $0.9 million in property acquisitions during the year ended December 31, 2020;
- Property dispositions during the year ended December 31, 2021 for cash consideration of $70.6 million and $2.4 million OZ Convertible Notes, as compared to $20.5 million during the year ended December 31, 2020;
- $0.9 million related to the acquisition of MWA in November 2021;
- A $1.7 million decrease in principal repayments on notes receivable received by the Company as compared to the year ended December 31, 2020; and
- An increase in issuances of notes receivable under the FPI Loan Program of $3.7 million as compared to the year ended December 31, 2020.

Cash Flows from Financing Activities

Net cash used in financing activities increased by $37.6 million primarily as a result of the following:

- Borrowings on mortgage notes of $41.1 million during the year ended December 31, 2021 as compared to $54.4 million during the year ended December 31, 2020;
- Mortgage note repayments decreased $23.1 million as compared to the year ended December 31, 2020;
- Net proceeds from the ATM Programs totaling $27.2 million for the year ended December 31, 2021;
- Series B Participating Preferred Stock repurchases of $0.7 million during the year ended December 31, 2021 as compared to $3.1 million during the year ended December 31, 2020;
- Distribution on Series B Participating Preferred Stock of $6.5 million during the year ended December 31, 2021 as compared to $8.8 million during the year ended December 31, 2020;
- Proceeds from issuance of common stock decreased $10.0 million as compared to the year ended December 31, 2020; and
- Common stock repurchases decreased $6.8 million as compared to the year ended December 31, 2020.

Off-Balance Sheet Arrangements

As of December 31, 2021, we did not have any off-balance sheet arrangements.

Non-GAAP Financial Measures

Funds from Operations (“FFO”) and Adjusted Funds from Operations (“AFFO”)

We calculate FFO in accordance with the standards established by the National Association of Real Estate Investment Trusts, or Nareit. Nareit defines FFO as net income (loss) (calculated in accordance with GAAP), excluding gains (or losses) from sales of depreciable operating property, plus real estate related depreciation, depletion and amortization (excluding amortization of deferred financing costs), and after adjustments for unconsolidated partnerships and joint ventures. FFO is a supplemental non-GAAP financial measure. Management presents FFO as a supplemental performance measure because it believes that FFO is beneficial to investors as a starting point in measuring our operational performance. Specifically, in excluding real estate related depreciation and amortization and gains and losses from sales of depreciable operating properties, which do not relate to or are not indicative of operating performance, FFO provides a performance measure that, when compared year over year, captures trends in occupancy rates, rental rates and operating costs. We believe that, as a widely recognized measure of the performance of REITs, FFO will be used by investors as a basis to compare our operating performance with that of other REITs.

However, because FFO excludes depreciation and amortization and captures neither the changes in the value of our properties that result from use or market conditions nor the level of capital expenditures necessary to maintain the operating performance of improvements on our properties, all of which have real economic effects and could materially impact our results from operations, the utility of FFO as a measure of our performance is limited. In addition, other equity REITs may not calculate FFO in accordance with the Nareit definition as we do, and, accordingly, our FFO may not be comparable to such other REITs’ FFO. Accordingly, FFO should be considered only as a supplement to net income as a measure of our performance. FFO should not be used as a measure of our liquidity, nor is it indicative of funds available to fund our cash needs, including our ability to pay dividends or service indebtedness. FFO also should not be used as a supplement to or substitute for cash flow from operating activities computed in accordance with GAAP.

We do not, however, believe that FFO is the only measure of the sustainability of our operating performance. Changes in GAAP accounting and reporting rules that were put in effect after the establishment of Nareit’s definition of FFO in 1999 result in the inclusion of a number of items in FFO that do not correlate with the sustainability of our operating performance. Therefore, in addition to FFO, we present AFFO and AFFO per share, fully diluted, both of which are non-GAAP measures. Management considers AFFO a useful supplemental performance metric for investors as it is more indicative of the Company’s operational performance than FFO. AFFO is not intended to represent cash flow or liquidity for the period and is only intended to provide an additional measure of our operating performance. Even AFFO, however, does not properly capture the timing of cash receipts, especially in connection with full-year rent payments under lease agreements entered into in connection with newly acquired farms. Management considers AFFO per share, fully diluted to be a supplemental metric to GAAP earnings per share. AFFO per share, fully diluted provides additional insight into how our operating performance could be allocated to potential shares outstanding at a specific point in time. Management believes that AFFO is a widely recognized measure of the operations of REITs, and presenting AFFO will enable investors to assess our performance in comparison to other REITs. However, other REITs may use different methodologies for calculating AFFO and AFFO per share, fully diluted, and, accordingly, our AFFO and AFFO per share, fully diluted may not always be comparable to AFFO and AFFO per share amounts calculated by other REITs. AFFO and AFFO per share, fully diluted should not be considered as an alternative to net income (loss) or earnings per share (determined in accordance with GAAP) as an indication of financial performance or as a measure of our liquidity, nor are they indicative of funds available to fund our cash needs, including our ability to make distributions.

AFFO is calculated by adjusting FFO to exclude or include the income and expenses that we believe are not reflective of the sustainability of our ongoing operating performance, as further explained below:

- *Real estate related acquisition and due diligence costs.* Acquisition (including audit fees associated with these acquisitions) and due diligence costs are incurred for investment purposes and, therefore, do not correlate with the ongoing operations of our portfolio. We believe that excluding these costs from AFFO provides useful supplemental information reflective of the realized economic impact of our leases, which is useful in assessing the sustainability of our operating performance. The Company incurred an immaterial amount of acquisition and due diligence costs during the years ended December 31, 2021 and 2020. We believe that excluding these costs from AFFO provides useful supplemental information reflective of the realized economic impact of our current acquisition strategy, which is useful in assessing the sustainability of our operating performance. These exclusions also improve the comparability of our results over each reporting period and of the Company with other real estate operators.

- *Stock-based compensation.* Stock-based compensation is a non-cash expense and, therefore, does not correlate with the ongoing operations. We believe that excluding these costs from AFFO improves the comparability of our results over each reporting period and of the Company with other real estate operators.

- *Deferred impact of interest rate swap terminations.* When an interest rate swap is terminated and the related termination fees are rolled into a new swap, the terminated swap's termination fees are amortized over what would have been the remaining life of the terminated swap, while the related contractual and financial obligations extend over the life of the new swap. As a result, the net impact on interest expense is uneven throughout the life of the swap, which is inconsistent with the purpose of an interest rate swap. We believe that, with this adjustment, AFFO better reflects the actual cash cost of the fixed interest rate we are obligated to pay under the new swap agreement, and results in improved comparability of our results across reporting periods.

- *Distributions on Series A preferred units*. Dividends on Series A preferred units, which are convertible into Common units on or after February 10, 2026, have a fixed and certain impact on our cash flow, and therefore are subtracted from FFO. We believe this improves the comparability of the Company with other real estate operators.

- *Dividends on Series B Participating Preferred Stock*. Dividends on the previously outstanding shares of Series B Participating Preferred Stock, which were converted into shares of common stock on October 4, 2021, had a fixed and certain impact on our cash flow, and therefore are subtracted from FFO. We believe this improves the comparability of the Company with other real estate operators.

- *Common shares fully diluted.* In accordance with GAAP, common shares used to calculate earnings per share are presented on a weighted average basis. Common shares on a fully diluted basis includes shares of common stock, Common units, and unvested shares of restricted stock outstanding at the end of the period on a share equivalent basis, because all shares are participating securities and thus share in the performance of the Company. The conversion of Series A preferred units is excluded from the calculation of common shares fully diluted as they are not participating securities, and therefore do not share in the performance of the Company and their impact on shares outstanding is uncertain.

The following table sets forth a reconciliation of net income (loss) to FFO, AFFO and net income available to common stockholders per share to AFFO per share, fully diluted, the most directly comparable GAAP equivalents, respectively, for the periods indicated below (unaudited):

	For the years ended December 31,	
(in thousands except per share amounts)	2021	2020
Net income	$ 10,259	$ 7,530
Gain on disposition of assets	(9,290)	(2,989)
Depreciation, depletion and amortization	7,629	7,972
FFO	8,598	12,513
Stock-based compensation	1,263	1,060
Deferred impact of interest rate swap terminations	546	519
Real estate related acquisition and due diligence costs	55	11
Distributions on Preferred units	(10,052)	(12,334)
AFFO	$ 410	$ 1,769
AFFO per diluted weighted average share data:		
AFFO weighted average common shares	36,410	31,534
Net loss per share available to common stockholders	$ (0.17)	$ (0.18)
Income available to redeemable non-controlling interest and non-controlling interest in operating partnership	0.48	0.44
Depreciation and depletion	0.21	0.25
Stock-based compensation	0.03	0.03
Gain on disposition of assets	(0.26)	(0.09)
Distributions on Preferred units	(0.28)	(0.39)
AFFO per diluted weighted average share	$ 0.01	$ 0.06

The following table sets forth a reconciliation of AFFO share information to basic weighted average common shares outstanding, the most directly comparable GAAP equivalent, for the periods indicated below (unaudited):

	For the years ended December 31,	
(in thousands)	2021	2020
Basic weighted average shares outstanding	34,641	29,376
Weighted average OP units on an as-if converted basis	1,484	1,842
Weighted average unvested restricted stock	285	316
AFFO weighted average common shares	36,410	31,534

As of December 31, 2021 and 2020 we had 46,831,484 and 32,210,063 shares of common stock and Common units outstanding on a fully diluted basis, respectively.

EBITDAre

The Company calculates Earnings Before Interest Taxes Depreciation and Amortization for real estate ("EBITDAre") in accordance with the standards established by NAREIT in its September 2017 White Paper. NAREIT defines EBITDAre as net income (calculated in accordance with GAAP) excluding interest expense, income tax, depreciation and amortization, gains or losses on disposition of depreciated property (including gains or losses on change of control), impairment write-downs of depreciated property and of investments in unconsolidated affiliates caused by a decrease in value of depreciated property in the affiliate, and adjustments to reflect the entity's pro rata share of EBITDAre of unconsolidated affiliates. EBITDAre is a key financial measure used to evaluate the Company's operating performance but should not be construed as an alternative to operating income, cash flows from operating activities or net income, in each case as determined in accordance with GAAP. The Company believes that EBITDAre is a useful performance measure commonly reported and will be widely used by analysts and investors in the Company's industry. However, while EBITDAre is a performance measure widely used across the Company's industry, the Company does not believe that it correctly captures the Company's business operating performance because it includes non-cash expenses and recurring adjustments that are necessary to better understand the Company's business operating performance. Therefore, in addition to EBITDAre, management uses Adjusted EBITDAre, a non-GAAP measure.

We further adjust EBITDAre for certain additional items such as stock-based compensation, indirect offering costs, real estate acquisition related audit fees and real estate related acquisition and due diligence costs (for a full discussion of these adjustments, see AFFO adjustments discussed above) that we consider necessary to understand our operating performance. We believe that Adjusted EBITDAre provides useful supplemental information to investors regarding our ongoing operating performance that, when considered with net income and EBITDAre, is beneficial to an investor's understanding of our operating performance.

EBITDAre and Adjusted EBITDAre have limitations as analytical tools, and you should not consider them in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- EBITDAre and Adjusted EBITDAre do not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments;
- EBITDAre and Adjusted EBITDAre do not reflect changes in, or cash requirements for, our working capital needs;
- EBITDAre and Adjusted EBITDAre do not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our debt;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDAre and Adjusted EBITDAre do not reflect any cash requirements for these replacements; and
- Other companies in our industry may calculate EBITDAre and Adjusted EBITDAre differently than we do, limiting the usefulness as a comparative measure.

Because of these limitations, EBITDAre and Adjusted EBITDAre should not be considered as a measure of discretionary cash available to us to invest in the growth of our business. We compensate for these limitations by relying primarily on our GAAP results of operations and using EBITDAre and Adjusted EBITDAre only as a supplemental measure of our performance.

The following table sets forth a reconciliation of our net income to our EBITDAre and Adjusted EBITDAre for the periods indicated below (unaudited):

	For the years ended December 31,	
(in thousands)	**2021**	**2020**
Net income	$ 10,259	$ 7,530
Interest expense	15,929	17,677
Income tax expense	—	—
Depreciation, depletion and amortization	7,629	7,972
Gain on disposition of assets	(9,290)	(2,989)
EBITDAre	$ 24,527	$ 30,190
Stock-based compensation	1,263	1,060
Real estate related acquisition and due diligence costs	55	11
Adjusted EBITDAre	$ 25,845	$ 31,261

Inflation

Most of our farming leases are two to three years for row crops and one to seven years for permanent crops, pursuant to which each tenant is responsible for substantially all of the operating expenses related to the property, including maintenance, water usage and insurance. As a result, we believe that the effect on us of inflationary increases in operating expenses may be offset in part by the operating expenses that are passed through to our tenants and by contractual rent increases because many of our leases will be renegotiated every one to five years. We do not believe that inflation has had a material impact on our historical financial position or results of operations.

Seasonality

Because the leases for a many of the properties in our portfolio require significant payments in advance of the spring planting season, we receive a significant portion of our cash rental payments in the first calendar quarter of each year, although we recognize rental revenue from these leases on a pro rata basis over the non-cancellable term of the lease in accordance with GAAP.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Market risk includes risks that arise from changes in interest rates, foreign currency exchange rates, commodity prices, equity prices and other market changes that affect market-sensitive instruments. In pursuing our business strategies, the primary market risk to which we are exposed is interest rate risk. Our primary interest rate exposure will be LIBOR. We may use fixed interest rate financing to manage our exposure to fluctuations in interest rates. On a limited basis, we also may use derivative financial instruments to manage interest rate risk. We will not use such derivatives for trading or other speculative purposes.

At December 31, 2021, $171.5 million, or 33.4%, of our debt had variable interest rates. Assuming no increase in the level of our variable rate debt, if interest rates increased by 1.0%, or 100 basis points, our cash flow would decrease by approximately $1.4 million per year. At December 31, 2021, 1 month LIBOR was approximately 10 basis points. Assuming no increase in the level of our variable rate debt, if LIBOR were reduced to 0 basis points, our cash flow would increase approximately $0.2 million per year.

Item 8. Financial Statements and Supplementary Data

Our consolidated financial statements and supplementary data are included as a separate section of this Annual Report on Form 10-K commencing on page F-1 and are incorporated herein by reference.

Item 9. Changes and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We have established disclosure controls and procedures as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms, and is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives.

We have evaluated, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures. Based upon their evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosures and procedures were effective at a reasonable level of assurance as of the end of the period covered by this report.

Limitations on the Effectiveness of Controls

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Management's Annual Report on Internal Controls over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act. Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2021 based on the 2013 Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on that evaluation, the Company's management concluded that our internal controls over financial reporting were effective as of December 31, 2021.

Changes in Internal Controls over Financial Reporting

There were no changes in the Company's internal controls over financial reporting during the quarter ended December 31, 2021 that have materially affected, or are reasonably likely to materially affect, the Company's internal controls over financial reporting.

Item 9B. Other Information

None.

Unregistered Sales of Equity Securities

On November 18, 2021, we issued an aggregate of 248,734 shares of common stock as partial consideration for the acquisition of MWA. These shares were issued in reliance on an exemption from registration pursuant to Section 4(a)(2) of the Securities Act of 1933.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

This information is incorporated by reference from the Company's Proxy Statement with respect to the 2022 Annual Meeting of Stockholders to be filed with the SEC no later than April 30, 2022.

Item 11. Executive Compensation

This information is incorporated by reference from the Company's Proxy Statement with respect to the 2022 Annual Meeting of Stockholders to be filed with the SEC no later than April 30, 2022.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

This information is incorporated by reference from the Company's Proxy Statement with respect to the 2022 Annual Meeting of Stockholders to be filed with the SEC no later than April 30, 2022.

Item 13. Certain Relationships and Related Transactions, and Director Independence

This information is incorporated by reference from the Company's Proxy Statement with respect to the 2022 Annual Meeting of Stockholders to be filed with the SEC no later than April 30, 2022.

Item 14. Principal Accountant Fees and Services

Information about aggregate fees billed to us by our principal accountant, Plante & Moran, PLLC, Denver, Colorado (PCAOB ID No. 166) will be incorporated by reference from the Company's Proxy Statement with respect to the 2022 Annual Meeting of Stockholders to be filed with the SEC no later than April 30, 2022.

PART IV

Item 15. Exhibits and Financial Statement Schedules

The following is a list of documents filed as a part of this report:

(1) Financial Statements

Included herein at pages F-1 through F-36.

(2) Financial Statement Schedules

The following financial statement schedule is included herein at pages F-37 through F-42:

Schedule III—Combined Real Estate and Accumulated Depreciation

All other schedules for which provision is made in Regulation S-X are either not required to be included herein under the related instructions, are inapplicable or the related information is included in the footnotes to the applicable financial statement and, therefore, have been omitted.

(3) Exhibits

The exhibits required to be filed by Item 601 of Regulation S-K are listed in the Exhibit Index on pages 63, 64 and 65 of this report, which is incorporated by reference herein.

Item 16. Form 10-K Summary

The Company has elected to not include a summary.

Exhibit Index

Exhibit No	Description of Exhibit
3.1	Articles of Amendment and Restatement. (Incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form S-11/A, filed on March 24, 2014).
3.2	Second Amended and Restated Bylaws. (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed on November 14, 2017).
4.1	Form of common stock certificate (Incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-11/A, filed on March 11, 2014).
4.2*	Description of Securities Registered under Section 12 of the Exchange Act of Farmland Partners, Inc.
10.1	Second Amended and Restated Agreement of Limited Partnership of Farmland Partners Operating Partnership, LP, dated April 16, 2014. (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed on April 16, 2014).
10.2†	Farmland Partners Inc. Third Amended and Restated 2014 Equity Incentive Plan. (Incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-8, filed on May 10, 2021).
10.3†	Form of Restricted Stock Award Agreement for Executive Officers. (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed on March 9, 2018).
10.4†	Form of Restricted Stock Award Agreement for Directors. (Incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form S-11/A, filed on March 11, 2014).
10.5*	Indemnification Agreement by and between Farmland Partners Inc. and each of its directors and officers listed on Schedule A thereto.
10.6†	Amended and Restated Employment Agreement, dated December 13, 2018, by and among Farmland Partners Inc., Farmland Partners Operating Partnership, LP and Paul A. Pittman. Incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K filed on March 13, 2019).
10.7†	Amended and Restated Employment Agreement, dated December 13, 2018, by and among Farmland Partners Inc., Farmland Partners Operating Partnership, LP and Luca Fabbri. (Incorporated by reference to Exhibit 10.7 to the Company's Annual Report on Form 10-K filed on March 13, 2019).
10.8†*	First Amendment to Amended and Restated Employment Agreement, dated October 9, 2021, by and among Farmland Partners Inc., Farmland Partners Operating Partnership, LP and Luca Fabbri.
10.9	Amended and Restated Pledge and Security Agreement, dated as of March 1, 2015, by and among Farmland Partners Inc., Farmland Partners Operating Partnership, LP, Farmer Mac Mortgage Securities Corporation and Federal Agricultural Mortgage Corporation. (Incorporated by Reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 5, 2015).
10.10	Amended and Restated Bond Purchase Agreement, dated as of March 1, 2015, by and among Farmland Partners Inc., Farmland Partners Operating Partnership, LP, Farmer Mac Mortgage Securities Corporation and Federal Agricultural Mortgage Corporation. (Incorporated by Reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 5, 2015).
10.11	Amendment No. 1 to the Amended and Restated Bond Purchase Agreement, dated as of June 2, 2015, by and among Farmland Partners Inc., Farmland Partners Operating Partnership, LP, Farmer Mac Mortgage Securities Corporation and Federal Agricultural Mortgage Corporation. (Incorporated by Reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on June 5, 2015).
10.12	Amendment No. 2 to the Amended and Restated Bond Purchase Agreement, dated as of August 3, 2015. (Incorporated by reference to Exhibit 10.26 to the Company's Annual Report on Form 10-K filed on February 23, 2017).
10.13	Amendment No.1 to the Second Amended and Restated Agreement of Limited Partnership of Farmland Partners Operating Partnership, LP (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 3, 2016).
10.14	Security Holder's Agreement, dated as of March 2, 2016, by and among Forsythe Family Farms, Inc., Gerald R. Forsythe, Forsythe-Fournier Farms, LLC, Forsythe-Fawcett Farms, LLC, Forsythe-Bernadette Farms, LLC, Forsythe Land Company, Forsythe Family Farms, L.P., Forsythe Family Farms II, L.P., and Forsythe-Breslow Farms, LLC and Farmland Partners Inc. (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on March 3, 2016).

10.15	Amendment No. 1 to the Contribution Agreement, dated February 22, 2016, by and among Farmland Partners Inc., Farmland Partners Operating Partnership, LP, FPI Illinois I LLC, and FPI Illinois II, LLC and Forsythe Family Farms, Inc., Gerald R. Forsythe, Forsythe-Fournier Farms, LLC, Forsythe-Fawcett Farms, LLC, Forsythe-Bernadette Farms, LLC, Forsythe Land Company, Forsythe Family Farms, L.P., Forsythe Family Farms II, L.P., and Forsythe-Breslow Farms, LLC. (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2016).
10.16	Loan Agreement, dated as of March 29, 2016, between FPI Illinois I LLC, FPI Illinois II LLC, Cottonwood Valley Land LLC, PH Farms LLC and FPI Properties LLC and Metropolitan Life Insurance Company. (Incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2016).
10.17	Guaranty, dated as of March 29, 2016, by Farmland Partners Operating Partnership, LP in favor of Metropolitan Life Insurance Company. (Incorporated by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2016).
10.18†	Employment Agreement, dated as of October 9, 2021, by and among Farmland Partners Inc., Farmland Partners Operating Partnership, LP and James Gilligan. (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 12, 2021).
10.19	Registration Rights Agreement, dated as of February 2, 2017, by and between Farmland Partners Inc. and each of the holders named therein. (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 3, 2017).
10.20	Amended and Restated Sub-Advisory Agreement, by and among American Farmland Company, American Farmland Company L.P., American Farmland Advisor LLC and Prudential Mortgage Capital Company, LLC. (Incorporated by reference to Exhibit 10.7 to American Farmland Company's Registration Statement on Form S-11 (File No. 333-205260) filed on June 26, 2015).
10.21	Amendment No. 2 to the Second Amended and Restated Partnership Agreement of Farmland Partners Operating Partnership, LP (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 16, 2017).
10.22	Amendment No. 3 to the Second Amended and Restated Partnership Agreement of Farmland Partners Operating Partnership, LP (Incorporated by reference to Exhibit 10.1 the Company's Quarterly Report on Form 10-Q filed November 12, 2019).
10.23	Lease Agreement, dated November 17, 2017, by and between Arnold (CA) LLC and Olam Farming, Inc. (Incorporated by reference to Exhibit 10.40 to the Company's Annual Report on Form 10-K filed March 15, 2019).
10.24	Master Real Estate Purchase Agreement, dated as of January 20, 2021, by and between Farmland Partners Operating Partnership, LP and each of the sellers set forth on Attachment A and Promised Land Opportunity Zone Farms I, LLC. (Incorporated by reference to Exhibit 10.35 to the Company's Annual Report on Form 10-K filed March 19, 2021).
10.25	Loan Agreement, dated as of October 29, 2020, by and between FPI Carolinas LLC, FPI Colorado LLC, Cottonwood Valley Land LLC, PH Farms LLC, FPI Ironwood LLC and FPI Properties LLC and Metropolitan Life Insurance Company. (Incorporated by reference to Exhibit 10.36 to the Company's Annual Report on Form 10-K filed March 19, 2021).
10.26*	Amended, Restated and Consolidated Loan Agreement, dated as of February 18, 2022, by and between, Farmland Partners Inc., Farmland Partners Operating Partnership, LP, American Farmland Company L.P., and Rutledge Investment Company.
10.27*	Amended and Restated Guaranty Agreement, dated as of February 18, 2022, by and between Farmland Partners Inc. and Rutledge Investment Company.
10.28*	Amended and Restated Guaranty Agreement, dated as of February 18, 2022, by and between Farmland Partners Operating Partnership, LP and Rutledge Investment Company.
10.29*	Consolidation of Notes and Modification and Extension Agreement, dated as of February 18, 2022, by and between American Farmland Company L.P. and Rutledge Investment Company.
21.1*	List of subsidiaries.
23.1*	Consent of Plante & Moran, PLLC.
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

31.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101*	The following materials from the Company's Quarterly Report on Form 10-K for the year ended December 31, 2021, were formatted in Inline XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statements of Equity, (v) Consolidated Statements of Cash Flows, and (vi) Notes to Consolidated Financial Statements. The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
104*	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL.

* Filed herewith
† Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

FARMLAND PARTNERS INC.

Date: February 28, 2022	/s/ PAUL A. PITTMAN Paul A. Pittman Executive Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Paul A. Pittman Paul A. Pittman	Executive Chairman and Chief Executive Officer (principal executive officer)	February 28, 2022
/s/ James Gilligan James Gilligan	Chief Financial Officer and Treasurer (principal financial officer and principal accounting officer)	February 28, 2022
/s/ Chris A. Downey Chris A. Downey	Director	February 28, 2022
/s/ Joseph W. Glauber Joseph W. Glauber	Director	February 28, 2022
/s/ John A. Good John A. Good	Director	February 28, 2022
/s/ Thomas P. Heneghan Thomas P. Heneghan	Director	February 28, 2022
/s/ Danny D. Moore Danny D. Moore	Director	February 28, 2022
/s/ Toby L. O'Rourke Toby L. O'Rourke	Director	February 28, 2022
/s/ Murray R. Wise Murray R. Wise	Director	February 28, 2022

Farmland Partners Inc.

FORM 10-K FOR THE YEAR ENDED
December 31, 2021
TABLE OF CONTENTS

Note: All other schedules have been omitted because the required information is not present or not present in amounts sufficient to require submission of the schedule, or because the information required is included in the financial statements or notes thereto.

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of Farmland Partners Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Farmland Partners Inc. (the “Company”) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, equity, and cash flows for each of the years in the two-year period ended December 31, 2021, and the related notes and schedule (collectively referred to as the “financial statements”). In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

Critical audit matters are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involve our especially challenging, subjective, or complex judgments. We determined that there are no critical audit matters.

/s/ Plante & Moran, PLLC

We have served as the Company’s auditor since 2018.

Denver, Colorado
February 28, 2022

Farmland Partners Inc.
Consolidated Balance Sheets
(in thousands, except par value and share data)

	2021	2020
ASSETS		
Land, at cost	$ 945,951	$ 924,952
Grain facilities	10,754	12,091
Groundwater	10,214	10,214
Irrigation improvements	52,693	53,887
Drainage improvements	12,606	12,805
Permanent plantings	53,698	54,374
Other	6,848	8,167
Construction in progress	10,647	9,284
Real estate, at cost	1,103,411	1,085,774
Less accumulated depreciation	(38,303)	(32,654)
Total real estate, net	1,065,108	1,053,120
Deposits	58	—
Cash	30,171	27,217
Assets held for sale	530	—
Notes and interest receivable, net	6,112	2,348
Right of use asset	107	93
Deferred offering costs	40	—
Deferred financing fees, net	—	87
Accounts receivable, net	4,900	4,120
Inventory	3,059	1,117
Equity method investments	3,427	—
Intangible assets, net	1,915	—
Goodwill	2,706	—
Prepaid and other assets	3,392	2,889
TOTAL ASSETS	$ 1,121,525	$ 1,090,991
LIABILITIES AND EQUITY		
LIABILITIES		
Mortgage notes and bonds payable, net	$ 511,323	$ 506,625
Lease liability	107	93
Dividends payable	2,342	1,612
Derivative liability	785	2,899
Accrued interest	3,011	3,446
Accrued property taxes	1,762	1,817
Deferred revenue	45	37
Accrued expenses	9,564	8,272
Total liabilities	528,939	524,801
Commitments and contingencies (See Note 8)		
Series B Participating Preferred Stock, $0.01 par value, 6,037,500 shares authorized; no shares issued and outstanding at December 31, 2021, and 5,831,870 at December 31, 2020	—	139,766
Redeemable non-controlling interest in operating partnership, Series A preferred units	120,510	120,510
EQUITY		
Common stock, $0.01 par value, 500,000,000 shares authorized; 45,474,145 shares issued and outstanding at December 31, 2021, and 30,571,271 shares issued and outstanding at December 31, 2020	444	297
Additional paid in capital	524,183	345,870
Retained earnings (deficit)	(4,739)	1,037
Cumulative dividends	(61,853)	(54,751)
Other comprehensive income	279	(2,380)
Non-controlling interests in operating partnership	13,762	15,841
Total equity	472,076	305,914
TOTAL LIABILITIES, REDEEMABLE NON-CONTROLLING INTERESTS IN OPERATING PARTNERSHIP AND EQUITY	$ 1,121,525	$ 1,090,991

See accompanying notes.

Farmland Partners Inc.
Consolidated Statements of Operations
(in thousands, except per share amounts)

	For the Years Ended December 31, 2021	2020
OPERATING REVENUES:		
Rental income	$ 45,251	$ 43,693
Tenant reimbursements	3,450	3,637
Crop sales	880	1,902
Other revenue	2,158	1,457
Total operating revenues	51,739	50,689
OPERATING EXPENSES		
Depreciation, depletion and amortization	7,629	7,972
Property operating expenses	7,331	7,350
Cost of goods sold	1,525	3,387
Acquisition and due diligence costs	55	11
General and administrative expenses	8,208	5,896
Legal and accounting	10,147	3,742
Other operating expenses	31	2
Total operating expenses	34,926	28,360
OPERATING INCOME	16,813	22,329
OTHER (INCOME) EXPENSE:		
Other (income) expense	(66)	111
Income from equity method investment	(19)	—
Gain on disposition of assets	(9,290)	(2,989)
Interest expense	15,929	17,677
Total other expense	6,554	14,799
Net income before income tax expense	10,259	7,530
Income tax expense	—	—
NET INCOME	10,259	7,530
Net income attributable to non-controlling interests in operating partnership	(268)	(411)
Net income attributable to the Company	9,991	7,119
Nonforfeitable distributions allocated to unvested restricted shares	(57)	(64)
Distributions on Series A Preferred Units and Series B Preferred Stock	(10,052)	(12,334)
Redemption of Series B Participating Preferred Stock	(5,716)	—
Net loss available to common stockholders of Farmland Partners Inc.	$ (5,834)	$ (5,279)
Basic and diluted per common share data:		
Basic net loss available to common stockholders	$ (0.17)	$ (0.18)
Diluted net loss available to common stockholders	$ (0.17)	$ (0.18)
Basic weighted average common shares outstanding	34,641	29,376
Diluted weighted average common shares outstanding	34,641	29,376
Dividends declared per common share	$ 0.20	$ 0.20

See accompanying notes.

Farmland Partners Inc.
Consolidated Statements of Comprehensive Income
(in thousands)

	For the Years Ended December 31, 2021	2020
Net income	$ 10,259	$ 7,530
Amortization of OCI	983	846
Net change associated with current period hedging activities	1,676	(1,582)
Comprehensive income	12,918	6,794
Comprehensive loss attributable to non-controlling interests	(268)	(411)
Net income attributable to Farmland Partners Inc.	$ 12,650	$ 6,383

See accompanying notes.

Farmland Partners Inc.
Consolidated Statements of Equity
(in thousands)

	Stockholders' Equity							
	Common Stock					Other	Non-controlling Interests in	
	Shares	Par Value	Paid in Capital	Retained Earnings (Deficit)	Cumulative Dividends	Comprehensive Income (Loss)	Operating Partnership	Total Equity
Balance at December 31, 2019	29,952	$ 292	$338,387	$ 6,251	$ (48,784)	$ (1,644)	$ 19,044	$313,546
Net income	—	—	—	7,118	—	—	411	7,529
Issuance of stock	1,250	12	9,988	—	—	—	—	10,000
Grant of unvested restricted stock	139	—	—	—	—	—	—	—
Forfeiture of unvested restricted stock	(1)	—	—	—	—	—	—	—
Stock-based compensation	—	—	1,060	—	—	—	—	1,060
Dividends accrued or paid	—	—	—	(12,332)	(5,967)	—	(368)	(18,667
Conversion of common units to shares of common stock	265	3	2,974	—	—	—	(2,976)	1
Net change associated with current period hedging transactions	—	—	—	—	—	(736)	—	(736
Repurchase and cancellation of shares	(1,034)	(10)	(6,809)	—	—	—	—	(6,819
Adjustments to non-controlling interests resulting from changes in ownership of operating partnership	—	—	270	—	—	—	(270)	—
Balance at December 31, 2020	30,571	$ 297	$345,870	$ 1,037	$ (54,751)	$ (2,380)	$ 15,841	$305,914
Net income	—	—	—	9,991	—	—	268	10,259
Issuance of stock	2,113	21	27,135	—	—	—	—	27,156
Issuance of Operating Partnership units as partial consideration for business combination	249	2	3,144	—	—	—	—	3,146
Issuance of stock for redemption of Series B preferred stock	12,120	121	144,711	(5,716)	—	—	—	139,116
Grant of unvested restricted stock	143	—	—	—	—	—	—	—
Forfeiture of unvested restricted stock	(3)	—	—	—	—	—	—	—
Stock-based compensation	—	—	1,263	—	—	—	—	1,263
Dividends accrued or paid	—	—	—	(10,051)	(7,102)	—	(284)	(17,437
Conversion of common units to shares of common stock	281	3	2,972	—	—	—	(2,975)	—
Net change associated with current period hedging transactions	—	—	—	—	—	2,659	—	2,659
Adjustments to non-controlling interests resulting from changes in ownership of operating partnership	—	—	(912)	—	—	—	912	—
Balance at December 31, 2021	45,474	$ 444	$524,183	$ (4,739)	$ (61,853)	$ 279	$ 13,762	$472,076

See accompanying notes.

Farmland Partners Inc.
Consolidated Statements of Cash Flows
(in thousands)

	For the Years Ended December 31, 2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 10,259	$ 7,530
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation, depletion and amortization	7,629	7,972
Amortization of deferred financing fees and discounts/premiums on debt	384	308
Amortization of net origination fees related to notes receivable	(3)	—
Stock-based compensation	1,263	1,060
(Gain) on disposition of assets	(9,290)	(2,989)
(Income) loss from equity method investment	(19)	—
Proceeds from litigation insurance	—	500
Proceeds from litigation settlement	550	—
Bad debt expense	16	233
Amortization of dedesignated interest rate swap	874	846
Changes in operating assets and liabilities:		
(Increase) Decrease in accounts receivable	(974)	1,203
(Increase) Decrease in interest receivable	(100)	61
(Increase) Decrease in other assets	(639)	294
(Increase) Decrease in inventory	(1,715)	433
Increase (Decrease) in accrued interest	(471)	204
Increase (Decrease) in accrued expenses	146	1,962
Increase (Decrease) in deferred revenue	(58)	138
Increase (Decrease) in accrued property taxes	4	(29)
Net cash provided by operating activities	7,856	19,726
CASH FLOWS FROM INVESTING ACTIVITIES		
Real estate acquisitions	(81,179)	(919)
Real estate and other improvements	(2,713)	(2,655)
MWA acquisition, net of cash acquired	(856)	—
Investment in equity method investees	(991)	—
Principal receipts on notes receivable	37	1,772
Issuance of note receivable	(3,702)	(8)
Proceeds from sale of property	70,635	20,478
Net cash provided by (used in) investing activities	(18,769)	18,668
CASH FLOWS FROM FINANCING ACTIVITIES		
Borrowings from mortgage notes payable	41,109	54,361
Repayments on mortgage notes payable	(35,908)	(59,027)
Proceeds from ATM offering	27,156	—
Participating preferred stock repurchased	(650)	(3,095)
Common stock repurchased	—	(6,819)
Payment of debt issuance costs	(841)	(332)
Payment of swap fees	(291)	(182)
Proceeds from issuance of common stock	—	10,000
Dividends on common stock	(6,360)	(5,942)
Distribution on Series A preferred units	(3,510)	(3,510)
Distribution on Series B participating preferred stock	(6,542)	(8,824)
Distributions to non-controlling interests in operating partnership, common	(296)	(368)
Net cash provided by (used in) financing activities	13,867	(23,738)
NET INCREASE IN CASH	2,954	14,656
CASH, BEGINNING OF PERIOD	27,217	12,561
CASH, END OF PERIOD	$ 30,171	$ 27,217
Cash paid during period for interest	$ 14,704	$ 15,477
Cash paid during period for taxes	$ —	$ —

Farmland Partners Inc.
Consolidated Statements of Cash Flows (continued)
(in thousands)

	For the Years Ended December 31, 2021	2020
SUPPLEMENTAL NON-CASH INVESTING AND FINANCING TRANSACTIONS:		
Dividend payable, common stock	$ 2,274	$ 1,530
Dividend payable, common units	$ 68	$ 82
Distributions payable, Series A preferred units	$ 3,510	$ 3,510
Additions to real estate improvements included in accrued expenses	$ 424	$ 163
Settlement of outstanding notes receivable with property acquisitions	$ —	$ 487
Swap fees payable included in accrued interest	$ 146	$ 146
Prepaid property tax liability acquired in acquisitions	$ 40	$ —
Deferred offering costs amortized through equity in the period	$ 157	$ —
Right of Use Asset	$ 107	$ 93
Lease Liability	$ 107	$ 93
Conversion of Convertible Notes into Investment in equity method investee	$ 2,417	$ —

See accompanying notes.

Farmland Partners Inc.
Notes to Consolidated Financial Statements

Note 1–Organization and Significant Accounting Policies

Organization

Farmland Partners Inc. (“FPI”), collectively with its subsidiaries, is an internally managed real estate company that owns and seeks to acquire high-quality farmland located in agricultural markets throughout North America. FPI was incorporated in Maryland on September 27, 2013. FPI elected to be taxed as a real estate investment trust (“REIT”) under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the “Code”), commencing with its short taxable year ended December 31, 2014.

FPI is the sole member of the sole general partner of Farmland Partners Operating Partnership, LP (the “Operating Partnership”), which was formed in Delaware on September 27, 2013. All of FPI’s assets are held by, and its operations are primarily conducted through, the Operating Partnership and the wholly owned subsidiaries of the Operating Partnership. As of December 31, 2021, FPI owned a 97.0% interest in the Operating Partnership. See “Note 9—Stockholders’ Equity and Non-controlling Interests” for additional discussion regarding Class A Common units of limited partnership interest in the Operating Partnership (“Common units”), Series A preferred units of limited partnership interest in the Operating Partnership (“Series A preferred units”) and Series B participating preferred units of limited partnership interest in the Operating Partnership (“Series B participating preferred units”). Unlike holders of FPI’s common stock, holders of the Operating Partnership’s Common units and Series A preferred units generally do not have voting rights or the power to direct the affairs of FPI. As of December 31, 2021, the Operating Partnership owns a 9.97% equity interest in an unconsolidated equity method investment that holds 10 properties (see “Note 1, Convertible Notes Receivable” and “Note 1, Equity Method Investments”).

References to the “Company,” “we,” “us,” or “our” mean collectively FPI and its consolidated subsidiaries, including the Operating Partnership.

As of December 31, 2021, the Company owned a portfolio of approximately 160,200 acres which are consolidated in these financial statements. In addition, the Company serves as property manager over approximately 26,300 acres (see “Note 4—Related Party Transactions”).

On August 17, 2017, the Company issued 6,037,500 shares of its newly designated 6.00% Series B Participating Preferred Stock, $0.01 par value per share (the “Series B Participating Preferred Stock”) in an underwritten public offering. On October 4, 2021, the Company converted all 5,806,797 shares of the outstanding Series B Participating Preferred Stock into shares of common stock. (See “Note 9—Stockholders’ Equity—Series B Participating Preferred Stock” for more information on the Series B Participating Preferred Stock.)

On March 16, 2015, the Company formed FPI Agribusiness Inc., a wholly owned subsidiary (the “TRS” or “FPI Agribusiness”), as a taxable REIT subsidiary. The TRS was formed to provide volume purchasing services to the Company’s tenants and also to directly operate farms under certain circumstances. As of December 31, 2021, the TRS performed direct farming operations on 2,973 acres of farmland owned by the Company located in California and Michigan.

All references to numbers and percent of acres within this report are unaudited.

Principles of Combination and Consolidation

The accompanying consolidated financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include the accounts of FPI and the Operating Partnership. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates, including the impacts of the ongoing coronavirus (“COVID-19”) pandemic and its effects on the domestic and global economies. We are unable to quantify the ultimate impact of the pandemic on our business.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Real Estate Acquisitions

When the Company acquires farmland where substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or, group of similar identifiable assets, it is not considered a business. As such, the Company accounts for these types of acquisitions as asset acquisitions. When substantially all of the fair value of the gross assets acquired is not concentrated in a single identifiable asset, or a group of similar assets, and contains acquired inputs and processes which have the ability to contribute to the creation of outputs, these acquisitions are accounted for as business combinations.

The Company considers single identifiable assets as tangible assets that are attached to and cannot be physically removed and used separately from another tangible asset without incurring significant cost or significant diminution in utility or fair value. The Company considers similar assets as assets that have a similar nature and risk characteristics.

Whether the Company's acquisitions are treated as an asset acquisition under ASC 360 or a business combination under ASC 805, the fair value of the purchase price is allocated among the assets acquired and any liabilities assumed by valuing the property as if it were vacant. The "as-if-vacant" value is allocated to land, buildings, improvements, permanent plantings and any liabilities, based on management's determination of the relative fair values of such assets and liabilities as of the date of acquisition.

Upon acquisition of real estate, the Company allocates the purchase price of the real estate based upon the fair value of the assets and liabilities acquired, which historically have consisted of land, drainage improvements, irrigation improvements, groundwater, permanent plantings (bushes, shrubs, vines and perennial crops) and grain facilities, and may also consist of intangible assets including in-place leases, above market and below market leases and tenant relationships. The Company allocates the purchase price to the fair value of the tangible assets by valuing the land as if it were unimproved. The Company values improvements, including permanent plantings and grain facilities, at replacement cost, adjusted for depreciation.

Management's estimates of land value are made using a comparable sales analysis. Factors considered by management in its analysis of land value include soil types and water availability and the sales prices of comparable farms. Management's estimates of groundwater value are made using historical information obtained regarding the applicable aquifer. Factors considered by management in its analysis of groundwater value are related to the location of the aquifer and whether or not the aquifer is a depletable resource or a replenishing resource. If the aquifer is a replenishing resource, no value is allocated to the groundwater. The Company includes an estimate of property taxes in the purchase price allocation of acquisitions to account for the expected liability that was assumed.

When above or below market leases are acquired, the Company values the intangible assets based on the present value of the difference between prevailing market rates and the in-place rates measured over a period equal to the remaining term of the lease for above market leases and the initial term plus the term of any below market fixed rate renewal options for below market leases that are considered bargain renewal options. The above market lease values are amortized as a reduction of rental income over the remaining term of the respective leases. The fair value of acquired below market leases, included in deferred revenue on the accompanying consolidated balance sheets, is amortized as an increase to rental income on a straight-line basis over the remaining non-cancelable terms of the respective leases, plus the terms of any below market fixed rate renewal options that are considered bargain renewal options of the respective leases.

The purchase price is allocated to in-place lease values and tenant relationships, if they are acquired, based on the Company's evaluation of the specific characteristics of each tenant's lease, availability of replacement tenants, probability of lease renewal, estimated down time and its overall relationship with the tenant. The value of in-place lease intangibles and tenant relationships are included as an intangible asset and have been amortized over the remaining lease term (including expected renewal periods of the respective leases for tenant relationships) as amortization expense. If a tenant terminates its lease prior to its stated expiration, any unamortized amounts relating to that lease, including (i) above and below market leases, (ii) in-place lease values, and (iii) tenant relationships, would be recorded to revenue or expense as appropriate.

The Company capitalizes acquisition costs and due diligence costs if the asset is expected to qualify as an asset acquisition. If the asset acquisition is abandoned, the capitalized asset acquisition costs are expensed to acquisition and due diligence costs in the period of abandonment. Costs associated with a business combination are expensed to acquisition and due diligence costs as incurred. During the years ended December 31, 2021 and 2020, the company incurred an immaterial amount of costs related to acquisition and due diligence.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Total consideration for acquisitions may include a combination of cash and equity securities. When equity securities are issued, the Company determines the fair value of the equity securities issued based on the number of shares of common stock and Common units issued multiplied by the price per share of the Company's common stock on the date of closing in the case of common stock and Common units and by liquidation preference in the case of preferred stock and preferred units.

Using information available at the time of business combination, the Company allocates the total consideration to tangible assets and liabilities and identified intangible assets and liabilities. During the measurement period, which may be up to one year from the acquisition date, the Company may adjust the preliminary purchase price allocations after obtaining more information about assets acquired and liabilities assumed at the date of acquisition.

Real Estate Sales

The Company recognizes gains from the sales of real estate assets, generally at the time the title is transferred, consideration is received and the Company no longer has substantial continuing involvement with the real estate sold, aside from properties sold to and subsequently managed for Promised Land Opportunity Zone Farms I, LLC (the "OZ Fund"), as described below.

Liquidity Policy

The Company manages its liquidity position and expected liquidity needs taking into consideration current cash balances and reasonably expected cash receipts. The business model of the Company, and of real estate investment companies in general, relies on debt as a structural source of financing. When debt becomes due, it is generally refinanced rather than repaid using the Company's cash flow from operations. The Company has a history of being able to refinance its debt obligations to manage its debt maturities. Furthermore, the Company also has a deep portfolio of real estate assets which management believes could be readily liquidated if necessary to fund any immediate liquidity needs. We also have an effective shelf registration statement with approximately $200 million of capacity whereby we could issue additional equity or debt securities, and during 2021 we raised $27.3 million of equity capital from our ATM Programs as mentioned above.

Real Estate

The Company's real estate consists of land, groundwater and improvements made to the land consisting of permanent plantings, grain facilities, irrigation improvements, drainage improvements and other improvements. The Company records real estate at cost and capitalizes improvements and replacements when they extend the useful life or improve the efficiency of the asset. Construction in progress includes the costs to build new grain storage facilities and install new pivots, drainage and wells on newly acquired farms. The Company begins depreciating assets when the asset is ready for its intended use.

The Company expenses costs of repairs and maintenance at the time such costs are incurred. The Company computes depreciation and depletion for assets classified as improvements using the straight-line method over their estimated useful lives as follows:

	Years		
Grain facilities	10	-	40
Irrigation improvements	2	-	40
Drainage improvements	20	-	65
Groundwater	3	-	50
Permanent plantings	13	-	40
Other	5	-	40

The Company periodically evaluates the estimated useful lives for groundwater based on current state water regulations and depletion levels of the aquifers.

When a sale occurs, the Company recognizes the associated gain or loss when all consideration has been transferred, the sale has closed and there is no material continuing involvement. If a sale is expected to generate a loss, the Company first assesses it through the impairment evaluation process—see ''Impairment of Real Estate Assets'' below.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Impairment of Real Estate Assets

The Company evaluates its tangible and identifiable intangible real estate assets for impairment indicators whenever events such as declines in a property's operating performance, deteriorating market conditions or environmental or legal concerns bring recoverability of the carrying value of one or more assets into question. If such events are present, the Company projects the total undiscounted cash flows of the asset, including proceeds from disposition, and compares them to the net book value of the asset. If this evaluation indicates that the carrying value may not be recoverable, an impairment loss is recorded in earnings equal to the amount by which the carrying value exceeds the fair value of the asset. There have been no impairments recognized on real estate assets in the accompanying financial statements.

Cash

The Company's cash at December 31, 2021 and 2020 was held in the custody of six financial institutions, and the Company's balance at any given financial institution may at times exceed federally insurable limits. The Company monitors balances with individual financial institutions to mitigate risks relating to balances exceeding such limits.

Debt Issuance Costs

Costs incurred by the Company in obtaining debt are deducted from the face amount of mortgage notes and bonds payable, net except for those costs relating to the Company's lines of credit which are recognized as an asset within deferred financing fees, net. During the year ended December 31, 2020, the Company incurred $0.3 million in connection with the payoff of Farmer Mac Notes 8A and 9, the Farm Credit of Central Florida Note, with the related issuance of MetLife 10, (as defined in "Note 7—Mortgage Notes, Lines of Credit and Bonds Payable, net"). During the year ended December 31, 2021, the Company incurred $0.8 million in connection with the issuance of the Jefferson Bank Bridge Loan, MetLife 11, MetLife 12, refinance of the Rutledge debt, substitution of collateral on MetLife 2. Debt issuance costs are amortized using the straight-line method, which approximates the effective interest method, over the terms of the related indebtedness. Any unamortized amounts upon early repayment of mortgage notes payable are written off in the period in which repayment occurs. Fully amortized deferred financing fees are removed from the books upon maturity or repayment of the underlying debt. The Company recorded amortization expense of $0.4 million and $0.3 million for the years ended December 31, 2021 and 2020, respectively, which is included in interest expense in the accompanying Consolidated Statements of Operations. Accumulated amortization of deferred financing fees was $1.7 million and $1.3 million as of December 31, 2021 and 2020, respectively.

Notes and Interest Receivable

Notes receivable are stated at their unpaid principal balance and include unamortized direct origination costs, prepaid interest and accrued interest through the reporting date, less any allowance for losses and unearned borrower paid points.

Management determines the appropriate classification of debt securities at the time of issuance and reevaluates such designation as of each balance sheet date. As of December 31, 2021 and 2020, the Company had issued four and three notes, respectively under the FPI Loan Program and have designated each of the notes receivable as loans. Loans are stated at amortized cost, adjusted for amortization of premiums and accretion of discounts to maturity computed under the straight-line method, which approximates the effective interest method. Such amortization, including interest, is included in other revenue within our Consolidated Statements of Operations. See "Note 6—Notes Receivable."

Convertible Notes Receivable

On January 20, 2021, the Company entered into property sale and long-term management agreements with the OZ Fund, a private investment fund focused on acquiring and improving farmland in qualified opportunity zones in the United States ("QOZs"), as designated under U.S. tax provisions enacted in 2017. On March 5, 2021, the Company sold nine farms to the OZ Fund. On March 31, 2021, the Company sold an additional property to the OZ Fund. As consideration for the 10 farms sold to the OZ Fund, the Company received approximately $19.1 million in cash and approximately $2.4 million in convertible notes receivable (the "OZ Convertible Notes"), resulting in a gain on disposition of assets totaling $2.4 million. The OZ Convertible Notes had an interest rate of 1.35% and an aggregate principal balance of $2.4 million. On July 16, 2021, the Company provided notice to the OZ Fund that it was converting its OZ Convertible Notes, and accrued interest thereon, into membership interests in the OZ Fund, in accordance with the terms of the OZ Convertible Notes. The value of the conversion was $2.4 million and the Company's membership interests in the OZ Fund was

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

approximately 7.6% upon conversion and increased to 9.97% as of December 31, 2021 after subsequent capital contributions. Please refer to "Note 4 – Related Party Transactions." The OZ Fund has the option to purchase additional properties from the Company.

Allowance for Notes and Interest Receivable

A note is placed on non-accrual status when management determines, after considering economic and business conditions and collection efforts, that the note is impaired or collection of interest is doubtful. The accrual of interest on the instrument ceases when there is concern that principal or interest due according to the note agreement will not be collected. Any payment received on such non-accrual notes are recorded as interest income when the payment is received. The note is reclassified as accrual-basis once interest and principal payments become current. The Company periodically reviews the value of the underlying collateral of farm real estate for the note receivable and evaluates whether the value of the collateral continues to provide adequate security for the note. Should the value of the underlying collateral become less than the outstanding principal and interest, the Company will determine whether an allowance is necessary. Any uncollectible interest previously accrued is also charged off. As of December 31, 2021, we believe the value of the underlying collateral for each of the notes to be sufficient and in excess of the respective outstanding principal and accrued interest.

Deferred Offering Costs

Deferred offering costs include incremental direct costs related to regulatory, legal, accounting and professional service costs incurred by the Company in connection with proposed or actual offerings of securities. At the completion of a securities offering, the deferred offering costs are charged ratably as a reduction of the gross proceeds of equity as stock is issued. If an offering is abandoned, the previously deferred offering costs will be charged to operations in the period in which the offering is abandoned. The Company incurred $0.2 and $0.0 in offering costs during the years ended December 31, 2021 and 2020, respectively. As of December 31, 2021 and 2020, the Company had $0.04 and $0.00, respectively, in deferred offering costs associated with proposed or completed offerings of securities, net of amortization, remaining on the balance sheet.

Accounts Receivable

Accounts receivable are presented at face value, net of the allowance for doubtful accounts. The Company records an allowance for doubtful accounts, reducing the receivables balance to an amount that it estimates is collectible from our customers. Estimates used in determining the allowance for doubtful accounts are based on historical collection experience, current trends, aging of accounts receivable and periodic credit evaluations of the Company's customers' financial condition. The Company creates an allowance for accounts receivable when it becomes apparent, based upon age or customer circumstances, that an amount may not be collectible, such that all current expected losses are sufficiently reserved for at each reporting period. The Company considered its current expectations of future economic conditions, including the impact of COVID-19, when estimating its allowance for doubtful accounts. The allowance for doubtful accounts was $0.0 million and $0.0 million as of December 31, 2021 and 2020, respectively, which is recorded on the Consolidated Statement of Operations as a reduction to rental revenue if in relation to revenues recognized in the year, or as property operating expenses if in relation to revenue recognized in the prior years.

Inventory

The costs of growing crops on farms under direct operations are accumulated until the time of harvest at the lower of cost or net realizable value and are included in inventory in the consolidated balance sheets. Costs are allocated to growing crops based on a percentage of the total costs of production and total operating costs that are attributable to the portion of the crops that remain in inventory at the end of the period. The costs of growing crops incurred by FPI Agribusiness consist primarily of costs related to land preparation, cultivation, irrigation and fertilization. Growing crop inventory is charged to cost of products sold when the related crop is harvested and sold and is included in other operating expenses. The cost of harvested crop sold was $1.5 million and $3.4 million for the years ended December 31, 2021 and 2020, respectively.

Harvested crop inventory on farms under direct operations includes costs accumulated both during the growing and harvesting phases and are stated at the lower of those costs or the estimated net realizable value, which is the market price, based upon the nearest market in the geographic region, less any cost of disposition. Cost of disposition includes broker's commissions, freight and other marketing costs.

General inventory, such as fertilizer, seeds and pesticides, is valued at the lower of cost or net realizable value.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

As of December 31, 2021 and 2020, inventory consisted of the following:

(in thousands)	December 31, 2021	December 31, 2020
Harvested crop	$ 164	$ 47
Growing crop	2,895	1,070
	$ 3,059	$ 1,117

Equity Method Investments

As partial consideration for certain transactions with the OZ Fund, the Company received the OZ Convertible Notes, which on July 16, 2021, were converted into a 7.6% equity interest upon conversion and increased to 9.97% as of December 31, 2021 after subsequent capital contributions of $1.0 million. As of December 31, 2021, the aggregate balance of our Equity Method Investment in the OZ Fund was approximately $3.4 million. The OZ Fund will exist until an event of dissolution occurs, as defined in the limited liability company agreement of the OZ Fund (the "Fund Agreement"). Under the Fund Agreement, the Manager of the OZ Fund may call for additional capital contributions from its members to fund expenses, property acquisitions and capital improvements in accordance with each members' funding ratio. The Company's capital contributions are capped at $20.0 million.

Under the Fund Agreement, any available cash, after the allowance for the payment of all obligations, operating expenses and capital improvements, is distributed to the Members at least annually. For each fiscal year, net income or loss is allocated to the members pro rata in accordance with their percentage interest.

Business Combinations

The Company recognizes and measures the assets acquired and liabilities assumed in a business combination based on their estimated fair values as of date of acquisition, with any difference recorded as goodwill. Management engages an independent valuation specialist, as applicable, to assist with the determination of fair value of the assets acquired, liabilities assumed, and goodwill, based on recognized business valuation methodologies. If the initial accounting for the business combination is incomplete by the end of the reporting period in which the acquisition occurs, an estimate will be recorded. Subsequent to the acquisition, and not later than one year from the acquisition date, the Company will record any material adjustments to the initial estimate based on new information obtained that would have existed as of the acquisition date. An adjustment that arises from information obtained that did not exist as of the date of the acquisition will be recorded in the period of the adjustment. Acquisition and due diligence costs that arise as a result of a business combination are expensed as incurred.

On November 15, 2021, we acquired 100% of the membership interests of Murray Wise Associates, LLC ("MWA"), an agricultural asset management, brokerage and auction company, for total transaction value of $8.1 million, comprised of $5.3 million of consideration paid at closing. net of $2.8 million of closing adjustments. The consideration paid at closing was comprised of $2.2 million in cash and $3.1 million in shares of our common stock. The primary reason for the acquisition was to increase the Company's breadth of activities in the farmland sector, while adding additional sources of revenue and market insight without raising public equity. As a result of the acquisition, MWA became a wholly owned subsidiary of the TRS. The Company issued an aggregate of 248,734 shares of common stock at a price of $12.61 per share. Two-thirds of the shares of issued are subject to forfeiture to the extent necessary to satisfy potential indemnification claims for a period of six months following the closing. In addition, the Company has agreed to file a registration statement with the Securities and Exchange Commission registering the resale of shares issued in the acquisition within six months after the closing date. The Company has entered into an incentive compensation agreement providing for the issuance of up to $3.0 million in shares of common stock for the benefit of current and prospective MWA employees aside from Murray Wise, a member of our Board of Directors, the receipt of which is tied to achieving certain profitability and asset under management objectives within three years following the closing of the transaction. Stock-based compensation expense related to these awards will be recognized ratably over the same three-year period to which it relates. In connection with the acquisition of MWA, Mr. Wise was appointed to our Board of Directors.

The Company recorded goodwill of $2.7 million, trade names and trademarks of $1.9 million, and customer relationships of $0.1 million, as part of the purchase of MWA. Goodwill represents the difference between the purchase consideration and the net assets acquired, including identifiable intangible assets. The factors giving rise to goodwill are primarily related to a) entry into new lines of

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

business which are complimentary to FPI's existing business operations, and b) acquired workforce-in-place, including Murray Wise who has extensive experience in the industry, and became a Director on the board of FPI in connection with the transaction.

The following table presents a summary of the Company's purchase accounting entries:

($ in thousands)		
Consideration:		
Cash consideration	$	2,161
Stock consideration		3,147
Total consideration	$	5,308
Amounts recognized for fair value of assets acquired and liabilities assumed:		
Cash and cash equivalents	$	1,305
Fixed Assets		110
Goodwill		2,706
Intangible assets		1,915
Net Liabilities		(728)
Total Fair Value	$	5,308
Net cash used in the transaction:		
Cash used in transaction	$	(2,161)
Cash provided by transaction		1,305
Net cash used in the transaction	$	(856)

The following unaudited, pro forma results of operations are provided for the year ended December 31, 2021 and 2020. The supplemental pro forma results of operations are provided for illustrative purposes only and may not be indicative of the actual results that would have been achieved for the periods presented, or that may be achieved in the future. Future results may vary significantly from the results reflected in this pro forma financial information because of future events and transactions, as well as other factors. The pro forma information is based on the Company's consolidated results of operations for the year ended December 31, 2021, and MWA's historical results of operations. The pro forma results of operations have been prepared by adjusting, and quantifying, the historical results of the Company to include the historical results of MWA based on information provided by MWA and the impact of the purchase price allocation.

	As reported For the years ended December 31,		**Proforma (unaudited) For the years ended December 31,**	
($ in thousands)	**2021**	**2020**	**2021**	**2020**
Operating revenues	$ 51,739	$ 50,689	$ 54,479	$ 52,795
Net income	$ 10,259	$ 7,530	$ 10,589	$ 7,428

Goodwill and Intangible Assets

Goodwill represents the excess of the purchase price over the estimated fair value of the net assets acquired in the acquisition of a business. Goodwill is not amortized, but rather is tested for impairment annually in the fourth quarter and when events or changes in circumstances indicate that the fair value of a reporting unit with goodwill has been reduced below its carrying value. The impairment test requires allocating goodwill and other assets and liabilities to reporting units. The fair value of each reporting unit is determined and compared to the carrying value of the reporting unit. The fair value is calculated using the expected present value of future cash flows method. Significant assumptions used in the cash flow forecasts include future net operating margins, discount rates and future capital requirements. If the fair value of the reporting unit is less than the carrying value, including goodwill, the excess of the book value over the fair value of goodwill is charged to net income as an impairment expense. During the year ended December 31, 2021, the Company did not incur any impairment charges related to goodwill.

Amortization of intangible assets with definite lives is calculated using the straight-line method, which is reflective of the benefit pattern in which the estimated economic benefit is expected to be received over the estimated useful life of the intangible asset. Intangible assets subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the intangible asset may not be recoverable. If the sum of the expected undiscounted future cash flows related to the asset is less than the carrying amount of the asset, an impairment loss is recognized based on the fair value of the asset. Trade names and trademarks have an indefinite life and, therefore, are not subject to amortization. Customer relationships are subject to amortization and

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

are amortized over a period of 12 years. During the year ended December 31, 2021, the Company recorded amortization of customer relationships of less than $0.1 million.

Revenue Recognition

Fixed rent: The majority of the Company's leases provide for rent payments on an entirely or partially fixed basis. For the majority of its fixed rent leases, the Company receives at least 50% of the annual lease payment from tenants before crops are planted, generally during the first quarter of the year, with the remaining 50% of the lease payment due in the second half of the year generally after the crops are harvested. Rental income is recorded on a straight-line basis over the lease term. The lease term generally includes periods when a tenant: (1) may not terminate its lease obligation early; (2) may terminate its lease obligation early in exchange for a fee or penalty that the Company considers material enough such that termination would not be probable; (3) possesses renewal rights and the tenant's failure to exercise such rights imposes a penalty on the tenant material enough such that renewal appears reasonably assured; or (4) possesses bargain renewal options for such periods. Payments received in advance are included in deferred revenue until they are earned.

Variable rent: Certain of the Company's leases provide for a rent payment determined as a percentage of the gross farm proceeds in their entirety or above a certain threshold. Revenue under leases providing for a payment equal to a percentage of the gross farm proceeds may be recorded at the guaranteed crop insurance minimums and recognized ratably over the lease term during the crop year. Upon notification from the grain or packing facility that a future contract for delivery of the harvest has been finalized or when the tenant has notified the Company of the total amount of gross farm proceeds, revenue is recognized for the excess of the actual gross farm proceeds and the previously recognized minimum guaranteed insurance.

Fixed rent and variable rent: Certain of the Company's leases provide for a minimum fixed rent plus variable rent based on gross farm revenue.

Tenant reimbursements: Certain of the Company's leases provide for tenants to reimburse the Company for property taxes and other expenses. Tenant reimbursements are recognized on a straight-line basis over the applicable term of the lease.

Crop sales: The Company records revenue from the sale of harvested crops when the harvested crop has been contracted to be delivered to a grain or packing facility and title has transferred. Revenues from the sale of harvested crops recognized for the years ended December 31, 2021 and 2020 were $0.9 million and $1.9 million, respectively. Harvested crops delivered under marketing contracts are recorded using the fixed price of the marketing contract at the time of delivery to a grain or packing facility. Harvested crops delivered without a marketing contract are recorded using the market price at the date the harvested crop is delivered to the grain or packing facility and title has transferred.

Other revenue: Other revenue includes auction fees, brokerage fees, interest income and proceeds from litigation settlement. We recognize interest income on notes receivable on an accrual basis over the life of the note. Direct origination costs are netted against loan origination fees and are amortized over the life of the note using the straight-line method, which approximates the effective interest method, as an adjustment to interest income which is included as a component of other revenue in the Company's Consolidated Statements of Operations for the years ended December 31, 2021 and 2020.

Income Taxes

As a REIT, the Company is permitted to deduct dividends, for income tax purposes, paid to its stockholders, thereby eliminating the U.S. federal taxation of income represented by such distributions at the Company level, provided certain requirements are met. REITs are subject to a number of organizational and operational requirements. If the Company fails to qualify as a REIT in any taxable year, the Company will be subject to U.S. federal income tax (including, for periods prior to 2019, any applicable alternative minimum tax) on its taxable income at regular corporate tax rates. The Company recorded income tax expense totaling $0.0 million and $0.0 million, respectively, for the years ended December 31, 2021 and 2020.

The Operating Partnership leases certain of its farms to the TRS, which is subject to federal and state income taxes. The TRS accounts for income taxes using the asset and liability method under which deferred tax assets and liabilities are recognized for temporary differences between the financial reporting basis of assets and liabilities and their respective income tax basis and for operating loss, capital loss and tax credit carryforwards based on enacted income tax rates expected to be in effect when such amounts are realized or

settled. However, deferred tax assets are recognized only to the extent that it is more likely than not they will be realized on consideration of available evidence, including future reversals of existing taxable temporary differences, future projected taxable income and tax planning strategies. There was $(2.1) million and $(1.9) million in taxable income (loss) from the TRS for the years ended December 31, 2021 and 2020, respectively. The Company did not have any deferred tax assets or liabilities for these years.

The Company performs an annual review for any uncertain tax positions and, if necessary, will record future tax consequences of uncertain tax positions in the financial statements. An uncertain tax position is defined as a position taken or expected to be taken in a tax return that is not based on clear and unambiguous tax law and which when examined by taxing authorities is more-likely-than-not to be sustained on review and which is reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. At December 31, 2021, the Company did not identify any uncertain tax positions. The Company did not identify any uncertain tax positions related to the 2020 open tax year.

When the Company acquires a property in a business combination, the Company evaluates such acquisition for any related deferred tax assets or liabilities and determines if a deferred tax asset or liability should be recorded in conjunction with the purchase price allocation. If a built-in gain is acquired, the Company evaluates the required holding period (generally 5 years) and determines if it has the ability and intent to hold the underlying assets for the necessary holding period. If the Company has the ability to hold the underlying assets for the required holding period, no deferred tax liability is recorded with respect to the built-in gain. The Company determined that no deferred tax asset or liability should be recorded as a result of any acquisitions that it undertook during the years ended December 31, 2021 and 2020.

Fair Value

The Company is required to disclose fair value as explained in "Note 6 – Notes Receivable", "Note 7 – Mortgage Notes, Lines of Credit and Bonds Payable" and "Note 10 – Hedge Accounting" below. FASB ASC 820-10 establishes a three-level hierarchy for the disclosure of fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The three levels are defined as follows:

- *Level 1*—Inputs to the valuation methodology are quoted prices for identical assets or liabilities in active markets.
- *Level 2*—Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets and inputs that are observable or can be substantially corroborated for the asset or liability, either directly or indirectly.
- *Level 3*—Inputs to the valuation methodology are unobservable, supported by little or no market activity and are significant to the fair value measurement.

Hedge Accounting

ASC 815 requires the Company to recognize all of its derivative instruments as either assets or liabilities in the consolidated balance sheet at fair value. The accounting for changes in the fair value (i.e., gains or losses) of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and, further, on the type of hedging relationship. For those derivative instruments that are designated and qualify as hedging instruments, the company must designate the hedging instrument, based upon the exposure being hedged, as a fair value hedge, cash flow hedge or a hedge of a net investment in a foreign operation. For derivative instruments not designated as hedging instruments, the gain or loss is recognized in the consolidated statements of operations during the year.

The Company manages economic risks, including interest rate, liquidity, and credit risk, by managing the amount, sources, duration and interest rate exposure of its funding. The Company may also use interest rate derivative financial instruments, namely interest rate swaps.

The Company enters into marketing contracts to sell commodities. Derivatives and hedge accounting guidance requires a company to evaluate these contracts to determine whether the contracts are derivatives. Certain contracts that meet the definition of a derivative may be exempt from derivative accounting if designated as normal purchase or normal sales. The Company evaluates all contracts at inception to determine if they are derivatives and if they meet the normal purchase and normal sale designation requirements. All contracts entered into during the year ended December 31, 2021 met the criteria to be exempt from derivative accounting and were designated as normal purchase and sales exceptions for hedge accounting.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

The Company has in place one interest rate swap agreement with Rabobank to add stability to interest expense and to manage its exposure to interest rate movements. This agreement qualifies as a cash flow hedge and is actively evaluated for its effectiveness (see Note 10 – "Hedge Accounting"). The entire change in the fair value of the Company's designated cash flow hedges is recorded to accumulated other comprehensive income, a component of shareholders' equity in the Company's consolidated balance sheets.

Additionally, the Company assesses whether the derivative used in its hedging transaction is expected to be highly effective in offsetting changes in the fair value or cash flows of the hedged item. The Company discontinues hedge accounting when it is determined that a derivative has ceased to be or is not expected to be highly effective as a hedge, and then reflects changes in fair value of the derivative in earnings after termination of the hedge relationship.

Segment Reporting

The Company's chief operating decision maker does not evaluate performance on a farm-specific or transactional basis and does not distinguish the Company's principal business or group its operations on a geographical basis for purposes of measuring performance. Accordingly, the Company believes it has a single operating segment for reporting purposes in accordance with GAAP.

Earnings Per Share

Basic earnings per share is calculated by dividing net income (loss) available to common stockholders by the weighted-average number of shares of common stock outstanding during the period, excluding the weighted average number of unvested restricted shares ("participating securities" as defined in "Note 9—Stockholders' Equity and non-controlling Interests"). Diluted earnings per share is calculated by dividing net income (loss) available to common stockholders by the weighted-average number of shares of common stock outstanding during the period, plus other potentially dilutive securities such as stock grants or shares that would be issued in the event that Common units are redeemed for shares of common stock of the Company. No adjustment is made for shares that are anti-dilutive during a period.

Non-controlling Interests

The Company's non-controlling interests are interests in the Operating Partnership not owned by FPI. The Company evaluates whether non-controlling interests are subject to redemption features outside of its control. The Company classifies non-controlling interests that are contingently redeemable solely for cash (unless stockholder approval is obtained to redeem for shares of common stock) one year after issuance or deemed probable to eventually become redeemable and which have redemption features outside of its control, as redeemable non-controlling interests in the mezzanine section of the consolidated balance sheets. The amounts reported for non-controlling interests on the Company's Consolidated Statements of Operations represent the portion of income or losses not attributable to the Company.

Stock Based Compensation

From time to time, the Company may award non-vested shares under the Company's Second Amended and Restated 2014 Equity Incentive Plan (the "Plan") as compensation to officers, employees, non-employee directors and non-employee consultants (see "Note 9—Stockholders' Equity and Non-controlling Interests"). The shares issued to officers, employees, and non-employee directors vest over a period of time as determined by the Board of Directors at the date of grant. The Company recognizes compensation expense for non-vested shares granted to officers, employees and directors on a straight-line basis over the requisite service period based upon the fair value of the shares on the date of grant, as adjusted for forfeitures. The Company recognizes expense related to non-vested shares granted to non-employee consultants over the period that services are received.

New or Revised Accounting Standards

Recently adopted

In June 2016, the FASB issued ASU 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, which changes the method and timing of the recognition of credit losses on financial assets. For trade and other receivables, held-to-maturity debt securities, loans and other instruments, entities are required to use a new forward-looking

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

"expected loss" model that generally will result in the earlier recognition of allowance for losses. This credit loss standard is required to be applied using a modified-retrospective approach and requires a cumulative-effect adjustment to retained earnings be recorded as of the date of adoption. In November 2018, the FASB issued ASU 2018-19, which clarifies that operating lease receivables are outside the scope of the new standard. The Company adopted the new standard on January 1, 2020. The adoption of the standard did not have a material impact on its financial position or results of operations.

In March 2020, the FASB issued ASU 2020-04, Reference Rate Reform (Topic 848), that provided practical expedients to address existing guidance on contract modifications and hedge accounting due to the expected market transition from the London Inter-bank Offered Rate (“LIBOR”) and other interbank offered rates (together “IBORs”) to alternative reference rates, such as the Secured Overnight Financing Rate. In July 2017, the Financial Conduct Authority announced it intended to stop compelling banks to submit rates for the calculation of LIBOR after 2021. We refer to this transition as “reference rate reform.”

The first practical expedient allows companies to elect to not apply certain modification accounting requirements to debt, derivative and lease contracts affected by reference rate reform if certain criteria are met. These criteria include the following: (i) the contract referenced an IBOR rate that is expected to be discontinued; (ii) the modified terms directly replace or have the potential to replace the IBOR rate that is expected to be discontinued; and (iii) any contemporaneous changes to other terms that change or have the potential to change the amount and timing of contractual cash flows must be related to the replacement of the IBOR rate. If the contract meets all three criteria, there is no requirement for remeasurement of the contract at the modification date or reassessment of the previous hedging relationship accounting determination.

The second practical expedient allows companies to change the reference rate and other critical terms related to the reference rate reform in derivative hedge documentation without having to de-designate the hedging relationship. This allows for companies to continue applying hedge accounting to existing cash flow and net investment hedges.

The ASU was effective upon issuance on a prospective basis beginning January 1, 2020 and may be elected over time as reference rate reform activities occur. During the first quarter of 2020, the Company elected to apply the hedge accounting practical expedient to its cash flow hedge. The Company will continue to evaluate its debt, derivative and lease contracts that are eligible for modification relief and expects to apply those elections as needed.

Note 2—Revenue Recognition

Leases in place as of December 31, 2021 have terms ranging from one to 40 years, though, most of the Company’s farming leases range from two to three years for row crops and one to seven years for permanent crops. Payments received in advance are included in deferred revenue until they are earned. As of December 31, 2021 and 2020, the Company had $0.05 million and $0.04 million, respectively, in deferred revenue.

The following sets forth a summary of rental income recognized during the years ended December 31, 2021 and 2020:

	Rental income recognized For the years ended December 31,	
(in thousands)	**2021**	**2020**
Leases in effect at the beginning of the year	$ 38,757	$ 39,138
Leases entered into during the year	6,494	4,555
	$ 45,251	$ 43,693

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Future minimum fixed rent payments from tenants under all non-cancelable leases in place as of December 31, 2021, including lease advances when contractually due, but excluding crop share and tenant reimbursement of expenses, for each of the next five years and thereafter as of December 31, 2021 are as follows:

(in thousands) **Year Ending December 31,**		**Future rental payments**
2022	$	31,410
2023		20,416
2024		11,618
2025		2,959
2026		1,722
Thereafter		21,784
	$	89,909

Since lease renewal periods are exercisable at the option of the lessee, the preceding table presents future minimum lease payments due during the initial lease term only.

Note 3—Concentration Risk

Credit Risk

For the years ended December 31, 2021 and 2020, the Company had certain tenant concentrations as presented in the table below. If a significant tenant, representing a tenant concentration, fails to make rental payments to the Company or elects to terminate its leases, and the land cannot be re-leased on satisfactory terms, there would be a material adverse effect on the Company's financial performance and the Company's ability to continue operations. The following is a summary of our significant tenants:

	Rental income recognized For the years ended December 31,					
($ in thousands)	**2021**			**2020**		
Tenant A [(1)]	$	9,436	20.2 %	$	7,924	17.8 %

(1) The Company has numerous permanent crop leases with major farming companies located in California.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Geographic Risk

The following table summarizes the percentage of approximate total acres owned as of December 31, 2021 and 2020, and fixed and variable rent recorded by the Company for the years then ended by location of the farm:

	Approximate % of total acres As of December 31,		Rental Income For the years ended December 31,	
Location of Farm	**2021**	**2020**	**2021**	**2020**
Alabama	0.4 %	0.4 %	0.2 %	0.2 %
Arkansas	7.9 %	8.9 %	3.7 %	4.2 %
California	7.3 %	7.5 %	36.9 %	32.6 %
Colorado	16.1 %	15.8 %	6.3 %	5.7 %
Florida	3.0 %	3.0 %	2.5 %	2.5 %
Georgia	2.9 %	3.4 %	1.6 %	2.3 %
Illinois	23.8 %	24.7 %	25.5 %	26.7 %
Kansas	1.2 %	1.3 %	0.3 %	0.4 %
Louisiana	10.9 %	5.5 %	4.0 %	3.1 %
Michigan	0.3 %	0.4 %	0.5 %	0.4 %
Mississippi	1.8 %	2.8 %	1.0 %	1.8 %
Missouri	0.5 %	0.0 %	0.1 %	0.0 %
Nebraska	3.7 %	3.8 %	3.2 %	3.3 %
North Carolina	10.3 %	10.7 %	6.9 %	7.8 %
South Carolina	8.4 %	9.9 %	6.6 %	8.0 %
South Dakota	1.1 %	1.1 %	0.4 %	0.4 %
Texas	0.0 %	0.0 %	0.0 %	0.2 %
Virginia	0.3 %	0.8 %	0.3 %	0.4 %
	100.0 %	100.0 %	100.0 %	100.0 %

Note 4—Related Party Transactions

On July 21, 2015, the Company entered into a lease agreement with American Agriculture Aviation LLC ("American Ag Aviation") for the use of a private plane. American Ag Aviation is a Colorado limited liability company that is owned 100% by Paul A. Pittman, the Company's Chairman and Chief Executive Officer. The private plane is generally utilized when commercial air travel is not readily available or practical to and from a particular location. The Company paid costs of $0.16 million and $0.10 million during the years ended December 31, 2021 and 2020, respectively, to American Ag Aviation for use of the aircraft in accordance with the lease agreement. These costs were recognized based on the nature of the associated use of the aircraft, as follows: (i) general and administrative - expensed as general and administrative expenses within the Company's consolidated statements of operations; (ii) land acquisition (accounted for as an asset acquisition) - allocated to the acquired real estate assets within the Company's consolidated balance sheets; and (iii) land acquisition (accounted for as a business combination) - expensed as acquisition and due diligence costs within the Company's consolidated statements of operations.

On January 20, 2021, the Company entered into property sale and long-term management agreements with the OZ Fund. The OZ Fund is a Delaware limited liability company whose manager is the brother of one of the Company's independent directors. That independent director has an indirect investment in the OZ Fund. On March 5, 2021, the Company sold nine farms to the OZ Fund. On March 31, 2021, the Company sold an additional property to the OZ Fund. As consideration for the 10 farms sold to the OZ Fund, the Company received approximately $19.1 million in cash and approximately $2.4 million in convertible notes receivable (the "OZ Convertible Notes"), resulting in a gain on disposition of assets totaling $2.4 million. On July 16, 2021, the OZ Convertible Notes were converted into a 7.6% equity interest in the OZ Fund. As of December 31, 2021, the Company had a 9.97% interest in the OZ Fund. Under the terms of the long-term management agreement, the Company earns a quarterly management fee equal to (i) 0.2125% times gross book value per quarter if the gross book value is less than $50 million or (ii) 0.2000% times gross book value per quarter if the gross book value is $50 million or more. The Company earned management fees of $0.15 million during the year ended December 31, 2021.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Note 5—Real Estate

The Company completed 12 acquisitions, consisting of 12 properties, in the Corn Belt, Delta and South, High Plains, Southeast and West Coast regions during the year ended December 31, 2021. Aggregate consideration for these acquisitions totaled $81.2 million of which $28.4 million was paid through the issuance of notes payable. No intangible assets were acquired through these acquisitions.

The Company completed three acquisitions, consisting of 3 properties, in Illinois and Michigan during the year ended December 31, 2020. Aggregate consideration for these acquisitions totaled $1.4 million and was comprised of $0.9 million in cash and $0.5 million reduction in notes receivable and related interest to the seller through the acquisition of collateralized property. No intangible assets were acquired through these acquisitions.

During the year ended December 31, 2021, the Company completed 12 dispositions consisting of 20 properties in the Corn Belt, Delta and South and Southeast regions. The Company received cash consideration for these dispositions totaling $70.6 million and $2.4 million of convertible notes receivable (which was subsequently converted to membership interests in the OZ Fund on July 16, 2021), and recognized an aggregate gain on sale of $9.3 million.

During the year ended December 31, 2020, the Company completed seven dispositions, consisting of eleven farms, in Texas, Illinois, Nebraska, Arkansas, and Mississippi. Cash receipts totaled $20.1 million with a total gain on sale of $3.2 million.

Note 6—Notes Receivable

The Company offers an agricultural lending product (the “FPI Loan Program”) focused on farmers as a complement to the Company’s business of acquiring and owning farmland and leasing it to farmers. Under the FPI Loan Program, the Company makes loans to third-party farmers (both tenant and non-tenant) to provide financing for property acquisitions, working capital requirements, operational farming activities, farming infrastructure projects and for other farming and agricultural real estate related projects. The Company seeks to make loans that are collateralized by farm real estate or growing crops and in principal amounts of $1.0 million or more at fixed interest rates with maturities of up to six years. The Company expects the borrower to repay the loans in accordance with the loan agreements based on farming operations and access to other forms of capital, as permitted.

In addition to loans made under the FPI Loan Program, the Company, on certain occasions, makes short-term loans to tenants secured by collateral other than real estate, such as growing crops, equipment or inventory, when the Company believes such loans will ensure the orderly completion of farming operations on a property owned by the Company for a given crop year and other credit is not available to the borrower.

Notes receivable are stated at their unpaid principal balance and include unamortized direct origination costs and accrued interest through the reporting date, less any allowance for losses and unearned borrower paid points. The Company monitors its receivables based upon historical collection experience, collateral values and current trends. Accrued interest write-offs are recognized as credit loss expense. The Company’s estimate of expected credit losses on its notes receivable principal balance is $0.0 million and $0.0 million, respectively, as of December 31, 2021 and 2020. The Company recorded credit loss expense related to interest receivables of $0.00 million and $0.05 million during the years ended December 31, 2021 and 2020, respectively.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

As of December 31, 2021 and 2020, the Company held the following notes receivable:

($ in thousands) Loan	Payment Terms	Principal Outstanding as of December 31, 2021	Principal Outstanding as of December 31, 2020	Maturity Date
Mortgage Note [1]	Principal & interest due at maturity	$ 223	$ 229	12/7/2028
Mortgage Note [1]	Principal due at maturity & interest due monthly	2,135	2,135	3/16/2022
Mortgage Note [2]	Principal due at maturity & interest due quarterly	1,571	—	6/23/2023
Mortgage Note [3]	Principal due at maturity & interest due semi-annually	2,100	—	8/18/2023
Total outstanding principal		6,029	2,364	
Interest receivable (net prepaid interest and points)		83	277	
Provision for interest receivable		—	(293)	
Total notes and interest receivable		$ 6,112	$ 2,348	

(1) The original note was renegotiated and a second note was entered into simultaneously with the borrower during the three months ended March 31, 2017. The notes include mortgages on two additional properties in Colorado that include repurchase options for the properties at a fixed price that are exercisable by the buyer between the third and fifth anniversary of the issuance of the notes and expire on March 16, 2022.

(2) On July 27, 2021, the Company entered into a loan secured against farmland.

(3) On August 18, 2021, the Company entered into a loan secured against farmland and farm equipment.

A reconciliation of the carrying amount of mortgage loans for the years ended December 31, 2021 and 2020 is set out below:

($ in thousands)	Years ended December 31, 2021	Years ended December 31, 2020
Balance at beginning of year	$ 2,364	$ 4,614
Additions during year:		
New mortgage loans and additional advances on existing loans	3,702	8
Interest income added to principal	—	—
Amortization of discount	—	—
	6,066	4,622
Deductions during year:		
Collection of principal	37	451
Foreclosure	—	1,807
Balance at end of year	$ 6,029	$ 2,364

The collateral for the mortgage notes receivable consists of real estate, personal property and growing crops.

The fair value of notes receivable is valued using Level 3 inputs under the hierarchy established by GAAP and is calculated based on a discounted cash flow analysis, using interest rates based on management's estimates of market interest rates on mortgage notes receivable with comparable terms and credit risk whenever the interest rates on the notes receivable are deemed not to be at market rates. As of December 31, 2021 and 2020, the fair value of the notes receivable was $6.0 million and $2.4 million, respectively.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Note 7—Mortgage Notes, Lines of Credit and Bonds Payable

As of December 31, 2021 and 2020, the Company had the following indebtedness outstanding:

($ in thousands) Loan	Payment Terms	Interest Rate Terms	Annual Interest Rate as of December 31, 2021	Principal Outstanding as of December 31, 2021	Principal Outstanding as of December 31, 2020	Maturity Date	Book Value of Collateral as of December 31, 2021
Farmer Mac Bond #6	Semi-annual interest only	3.69%	3.69%	$ 13,827	$ 13,827	April 2025	$ 21,438
Farmer Mac Bond #7	Semi-annual interest only	3.68%	3.68%	11,160	11,160	April 2025	18,595
MetLife Term Loan #1	Semi-annual interest only	3.30% fixed until 2023	3.30%	83,206	85,188	March 2026	186,795
MetLife Term Loan #2	Semi-annual interest only	4.27% fixed until 2022	4.27%	16,000	16,000	March 2026	17,694
MetLife Term Loan #3	Semi-annual interest only	4.27% fixed until 2022	4.27%	16,800	21,000	March 2026	26,141
MetLife Term Loan #4	Semi-annual interest only	3.30% fixed until 2023	3.30%	13,017	15,685	June 2026	25,694
MetLife Term Loan #5	Semi-annual interest only	3.50% fixed until 2022	3.50%	6,779	8,379	January 2027	9,985
MetLife Term Loan #6	Semi-annual interest only	3.45% fixed until 2023	3.45%	27,158	27,158	February 2027	58,087
MetLife Term Loan #7	Semi-annual interest only	3.20% fixed until 2023	3.20%	16,198	17,153	June 2027	36,391
MetLife Term Loan #8	Semi-annual interest only	4.12% fixed until 2027	4.12%	44,000	44,000	December 2042	110,042
MetLife Term Loan #9	Semi-annual interest only	3.20% fixed until 2024	3.20%	16,800	21,000	May 2028	33,652
MetLife Term Loan #10	Semi-annual interest only	3.00% fixed until 2023	3.00%	49,874	53,277	October 2030	105,675
MetLife Term Loan #11	Semi-annual interest only	2.85% fixed until 2024	2.85%	12,750	—	October 2031	26,890
MetLife Term Loan #12	Semi-annual interest only	3.11% fixed until 2024	3.11%	14,359	—	December 2031	28,777
Rabobank [(1)]	Semi-annual interest only	LIBOR + 1.70% adjustable every three years	1.80%	59,500	62,358	March 2028	128,974
Rutledge Note Payable #1 [(2)]	Quarterly interest only	3 month LIBOR + 1.3% adjusted quarterly	1.42%	17,000	17,000	April 2022	29,869
Rutledge Note Payable #2 [(2)]	Quarterly interest only	3 month LIBOR + 1.3% adjusted quarterly	1.42%	25,000	25,000	April 2022	39,859
Rutledge Note Payable #3 [(2)]	Quarterly interest only	3 month LIBOR + 1.3% adjusted quarterly	1.42%	25,000	25,000	April 2022	48,040
Rutledge Note Payable #4 [(2)]	Quarterly interest only	3 month LIBOR + 1.3% adjusted quarterly	1.42%	15,000	15,000	April 2022	29,302
Rutledge Note Payable #5 [(2)]	Quarterly interest only	3 month LIBOR + 1.3% adjusted quarterly	1.42%	30,000	30,000	April 2022	84,681
Total outstanding principal				513,428	508,185		$ 1,066,581
Debt issuance costs				(2,105)	(1,560)		
Unamortized premium				—	—		
Total mortgage notes and bonds payable, net				$ 511,323	$ 506,625		

(1) The Company has an interest rate swap agreement with Rabobank to add stability to interest expense and to manage our exposure to interest rate movements (see Note 10 – “Hedge Accounting”).

(2) On February 18, 2022, the Rutledge Facility (as defined below) maturity was extended to March 1, 2027.

Farmer Mac Facility

As of December 31, 2021 and 2020, the Company had approximately $25.0 million outstanding under the Farmer Mac facility. The Farmer Mac facility is subject to the Company’s ongoing compliance with a number of customary affirmative and negative covenants, as well as financial covenants, including: a maximum leverage ratio of not more than 60%; a minimum fixed charge coverage ratio of 1.50 to 1.00; and a minimum tangible net worth requirement. The Company was in compliance with all applicable covenants at December 31, 2021.

MetLife Term Loans

As of December 31, 2021 and 2020, the Company had $316.9 million and $308.8 million outstanding, respectively (the “MetLife loans”), under the loan agreements between certain of the Company’s subsidiaries and Metropolitan Life Insurance Company (“MetLife”) (together, the “MetLife loan agreements”). Each of the MetLife loan agreements contains a number of customary affirmative and negative covenants, including the requirement to maintain a loan to value ratio of no greater than 60%.

In connection with each of the MetLife loan agreements, FPI and the Operating Partnership each entered into separate guarantees whereby FPI and the Operating Partnership jointly and severally agree to unconditionally guarantee the obligations under the MetLife loan agreements (the “MetLife guarantees”). The MetLife guarantees contain a number of customary affirmative and negative covenants.

The Company was in compliance with all covenants under the MetLife loan agreements and MetLife guarantees as of December 31, 2021.

Each of the MetLife loan agreements includes certain customary events of default, including a cross-default provision related to other outstanding indebtedness of the borrowers, FPI and the Operating Partnership, the occurrence of which, after any applicable cure

period, would permit MetLife, among other things, to accelerate payment of all amounts outstanding under the MetLife loans and to exercise its remedies with respect to the pledged collateral, including foreclosure and sale of the Company's properties that collateralize the MetLife loans.

Rutledge Credit Facility

As of December 31, 2021 and 2020, the Company and the Operating Partnership had $112.0 million and $112.0 million, respectively, outstanding under the credit facility with Rutledge Investment Company (the "Rutledge Facility"). As of December 31, 2021, $0.0 remains available under this facility and the Company was in compliance with all covenants under the loan agreements relating to the Rutledge Facility.

In connection with each of the loan agreements relating to the Rutledge Facility, the Company and the Operating Partnership each entered into separate guarantees whereby the Company and the Operating Partnership jointly and severally agreed to unconditionally guarantee the obligations under the loan agreements related to the Rutledge Facility (the "Rutledge guarantees"). The Rutledge guarantees contain a number of customary affirmative and negative covenants. On February 18, 2022, the Company entered into an agreement with Farm Credit Mid-America to extend the maturities on our $112.0 million of outstanding debt maturing on April 1, 2022 to March 1, 2027 (the "Maturity Date" and collectively, the "Consolidated Rutledge Loan").

The interest rate for the Consolidated Rutledge Loan is based on the Secured Overnight Financing Rate, plus an applicable margin. The applicable margin for the Consolidated Rutledge Loan will be 1.80% to 2.25%, depending on the applicable pricing level in effect. The Company previously paid a commitment fee to Rutledge Investment Company equal to 0.50% of the aggregate principal amount of the Consolidated Loan. Generally, the Consolidated Loan Agreement contains terms consistent with the Rutledge Facility, including, among others, the representations and warranties, affirmative, negative and financial covenants and events of default. The Company will owe no prepayment penalty if it elects to repay the Consolidated Rutledge Loan in full before the Maturity Date.

Rabobank Mortgage Note

As of December 31, 2021 and 2020, the Company and the Operating Partnership had $59.5 million and $62.4 million outstanding, respectively, under the Rabobank mortgage note. The Company was in compliance with all covenants under the Rabobank mortgage note as of December 31, 2021.

Jefferson Bank Bridge Loan

On May 28, 2021, the Company entered into a loan agreement with Jefferson Bank in connection with the acquisition of property. The loan was due September 2021 and was collateralized by the property acquired. In accordance with the terms of the applicable real estate purchase agreement, the seller agreed to reimburse the Company for a 3.0% interest rate on a maximum of $13.5 million in loan principal for the first 90 days following the closing. In September 2021, the loan was refinanced through the issuance of a MetLife loan.

LIBOR

The use of LIBOR was phased out at the end of 2021, although the phase out of U.S. dollar LIBOR has been delayed until mid-2023. Currently, no official replacement rate has been identified. As of December 31, 2021, the Company's only indebtedness with maturity beyond 2023 that has exposure to LIBOR was the Rabobank Mortgage Note. There can be no assurances as to what the alternative base rate will be in the event that LIBOR is discontinued, and the Company can provide no assurances whether that base rate will be more or less favorable than LIBOR. The Company intends to monitor the developments with respect to the phasing out of LIBOR after 2021 and work with its lenders to ensure that any transition away from LIBOR will have minimal impact on its financial condition, but can provide no assurances regarding the impact of LIBOR discontinuation.

Debt Issuance Costs

Costs incurred by the Company in obtaining debt are deducted from the face amount of mortgage notes and bonds payable. Debt issuance costs are amortized using the straight-line method, which approximates the effective interest method, over the respective terms of the related indebtedness. Any unamortized amounts upon early repayment of mortgage notes payable are written off in the period in which repayment occurs. Fully amortized deferred financing fees are removed from the balance sheet upon maturity or repayment of

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

the underlying debt. Accumulated amortization of deferred financing fees was $1.7 million and $1.3 million as of December 31, 2021 and 2020, respectively.

Aggregate Maturities

As of December 31, 2021, aggregate maturities of long-term debt for the succeeding years are as follows:

($ in thousands) Year Ending December 31,	Future Maturities
2022	$ 112,000
2023	—
2024	2,100
2025	27,087
2026	129,023
Thereafter	243,218
	$ 513,428

Fair Value

The fair value of the mortgage notes payable is valued using Level 3 inputs under the hierarchy established by GAAP and is calculated based on a discounted cash flow analysis, using interest rates based on management's estimates of market interest rates on long-term debt with comparable terms whenever the interest rates on the mortgage notes payable are deemed not to be at market rates. As of December 31, 2021 and 2020, the fair value of the mortgage notes payable was $522.7 million and $535.1 million, respectively.

Note 8—Commitments and Contingencies

The Company is not currently subject to any known material contingencies arising from its business operations, nor to any material known or threatened litigation other than as discussed below.

In April 2015, the Company entered into a lease agreement for office space which the Company extended in March 2020 through July 31, 2021 and in May 2021 through September 2022. The lease commenced June 1, 2015 and had an initial monthly payment of $10,032, which increased to $10,200 in June 2016, $10,366 in June 2017, $10,534 in June 2018, $10,701 in June 2020, $12,373 in August 2020 and $13,042 in October 2021. Beginning in 2020, the Company recognized right of use assets and related lease liabilities in the consolidated balance sheets. The Company estimated the value of the lease liabilities using a discount rate of 3.35%, equivalent to the rate we would pay on a secured borrowing with similar terms to the lease. Options to extend the lease are excluded in our minimum lease terms unless the option is reasonably certain to be exercised. Our total lease cost for the years ended December 31, 2021 and 2020 was $0.15 million and $0.13 million, respectively. As of December 31, 2021, the lease has a remaining term of nine months. Minimum annual rental payments under these operating leases, reconciled to the lease liability included in accrued liabilities and other in our consolidated balance sheets, are as follows (in thousands):

($ in thousands) Year Ending December 31,	Future rental payments
2022	$ 107
2023	—
2024	—
2025	—
2026	—
Thereafter	—
	$ 107

Litigation

On July 11, 2018, a purported class action lawsuit, captioned Kachmar v. Farmland Partners Inc. (the "Kachmar Action"), was filed in the United States District Court for the District of Colorado against the Company and certain of our officers by a purported Company stockholder. The complaint alleges, among other things, that our disclosure related to the FPI Loan Program was materially false and misleading in violation of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder. On August 17, 2018, a second purported class action, captioned Mariconda v. Farmland Partners Inc. was filed in the United States District Court for

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

the District of Colorado (the "Brokop Action"). As discussed below, the current named plaintiff in that action is a purported FPI shareholder named Don Brokop. The complaint filed in the Brokop Action alleged substantially identical claims to those alleged in the Kachmar Action.

Several purported shareholders moved to consolidate the Kachmar Action and the Brokop Action and for appointment as lead plaintiff. On November 13, 2018, the plaintiff in the Kachmar Action voluntarily dismissed the Kachmar Action. On December 3, 2018, the court appointed two purported stockholders of the Company, the Turner Insurance Agency, Inc. and Cecilia Turner (the "Turners"), as lead plaintiffs in the Brokop Action. On March 11, 2019, the Turners and additional plaintiff Obelisk Capital Management filed an amended complaint in the Brokop Action. On June 18, 2019, the court denied the defendants' motion to dismiss the amended complaint in the Brokop Action. The defendants answered the amended complaint on July 2, 2019. On December 6, 2019, plaintiffs voluntarily dismissed Obelisk Capital Management from the case. In connection with Obelisk Capital Management's dismissal from the case, defendants filed a motion for judgment on the pleadings on December 10, 2019, which automatically stayed discovery in the action pending the court's determination of the motion. On December 16, 2019, plaintiffs filed a motion for class certification, seeking to certify the case as a class action on behalf of purchasers of Farmland Partners' common stock between November 12, 2015 and July 10, 2018 and to have the Turners and purported stockholder Don Brokop appointed as class representatives. On December 27, 2019, plaintiffs filed a motion for leave to file a second amended complaint to add Brokop as an additional plaintiff in place of Obelisk Capital Management. On December 8, 2020, the court granted the Turners' motion to amend to add Brokop as an additional plaintiff and denied the Company's motion for judgment on the pleadings. As a result, the automatic discovery stay was lifted and the court entered a schedule for proceedings going forward. The Company, Mr. Pittman, and Mr. Fabbri filed an opposition to plaintiffs' motion for class certification on February 8, 2021. On February 17, 2021, plaintiffs filed a motion to withdraw the Turners as lead plaintiffs and to substitute Brokop as lead plaintiff. On June 7, 2021, the court granted the motion to withdraw the Turners and substitute Brokop as lead plaintiff. The parties completed fact discovery on June 29, 2021. On July 23, 2021, Magistrate Judge Nina Wang issued a Report and Recommendation to the district court recommending that Brokop's motion for class certification be granted in part and denied in part. Specifically, the magistrate judge recommended that the district court deny the motion as to purchasers of Farmland Partners common stock between November 12, 2015 and December 14, 2016 and grant the motion as to purchasers between December 14, 2016 and July 11, 2018. On September 30, 2021, the district court issued an order adopting in part the magistrate judge's recommendation and certifying a plaintiff class of purchasers of FPI stock between February 23, 2017 and July 11, 2018. Discovery concluded in the Brokop Action on October 1, 2021. On November 16, 2021, the Company, Mr. Pittman, and Mr. Fabbri moved for summary judgment dismissing Brokop's claims and Brokop moved for partial summary judgment. Those motions were fully briefed on February 17, 2022. The Company can provide no assurances as to the outcome of this litigation or provide an estimate of related expenses at this time.

On December 18, 2018, a purported stockholder of the Company, Jack Winter, filed a complaint in the Circuit Court for Montgomery County, Maryland (the "Winter Action"), purporting to assert breach of fiduciary duty claims derivatively on the Company's behalf against the Company's directors and certain of the Company's officers. The Winter Action alleges, among other things, that the Company's directors and certain of the Company's officers breached their fiduciary duties to the Company by allowing the Company to make allegedly false and misleading disclosures related to the FPI Loan Program, as alleged in the Brokop Action. On April 26, 2019, Winter voluntarily dismissed his complaint in the Circuit Court for Montgomery County Maryland. On May 14, 2019, Winter re-filed his complaint in the United States District Court for the District of Colorado. The Winter Action has been stayed pending further proceedings in the Brokop Action.

On November 25, 2019, another purported shareholder, Shawn Luger, filed a complaint derivatively on behalf of the Company and against certain of our officers in the Circuit Court for Baltimore City, Maryland (the "Luger Action"). The Luger Action complaint made similar claims to those in the Brokop and Winter Actions. On February 14, 2020, another purported shareholder, Brent Hustedde, filed a complaint derivatively on behalf of the Company and against certain of our officers in Maryland state court (the "Hustedde Action"). The Hustedde Action complaint made similar claims to those in the Brokop, Winter, Luger, and Barber Actions. On September 23, 2020, the Court consolidated the Luger and Hustedde action under the caption In re Farmland Partners Inc. Stockholder Litigation (the "Stockholder Litigation"). Luger and Hustedde (the "Derivative Plaintiffs"), the plaintiffs in the Stockholder Litigation, filed a consolidated amended complaint on October 30, 2020. The Company moved to dismiss the complaint in the Stockholder Litigation on December 15, 2020. On June 3, 2021, the court granted the Company's motion to dismiss and dismissed the consolidated amended complaint in the Stockholder Litigation as to all defendants. On July 7, 2021, the Derivative Plaintiffs filed a notice of appeal, appealing the order dismissing their consolidated amended complaint to the Maryland Court of Special Appeals. The Derivative Plaintiffs filed their opening appeal brief on December 17, 2021.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

On July 24, 2018, we filed a lawsuit in the District Court, Denver County, Colorado, against "Rota Fortunae" (a pseudonym for Quinton Mathews, the individual behind Rota Fortunae) and numerous co-conspirators (collectively, "Wheel of Fortune") in response to an article posted on Seeking Alpha that makes numerous allegations about the Company that we believe to be false or materially misleading. We believe that as a consequence of Wheel of Fortune's internet posting, which we alleged was published in connection with a "short and distort" scheme to profit from an artificial decline in our stock price, the trading price of our common stock declined by approximately 40%. The Company does not expect insurance proceeds to cover a substantial portion of the costs related to the lawsuit we filed against Wheel of Fortune. On May 15, 2020, United States District Court for the District of Colorado to which this case was removed issued orders (i) denying Rota Fortunae's motion to dismiss our claims; and (ii) requiring him to disclose his identity. On July 28, 2020, the Court granted our motion to amend the complaint to add Quinton Mathews' name as well as the following alleged co-conspirators: QKM, L.L.C., Sabrepoint Capital Management, LP, Donald Marchiony and George Baxter. On February 26, 2021 the Court granted the motion of Sabrepoint Capital Management, LP, Donald Marchiony, and George Baxter to dismiss them solely on personal jurisdiction grounds.

On June 20, 2021, Quinton Mathews (a.k.a. "Rota Fortunae") entered into a settlement agreement with the Company in which he agreed to pay the Company a multiple of the profits he made when the Company's common stock price fell in connection with the Wheel of Fortune article. The Company has long believed the Wheel of Fortune article was part of a short and distort attack on the Company. This was confirmed when Quinton Mathews issued a press release admitting he and his advisory clients shorted the Company in advance of the article and profited from the decline it caused, and further admitted that many of the key statements in that article – which he acknowledged led to the stock's decline - were false. Following the parties' settlement, the Court granted a joint stipulated motion to dismiss the case on June 29, 2021.

On July 2, 2021, the Company filed a complaint against First Sabrepoint Capital Management, LP, Sabrepoint Capital Partners, LP, Sabrepoint Capital Participation, LP, George Baxter, and Donald Marchiony (collectively, "Sabrepoint") in the Civil District Courts of Dallas County, Texas seeking relief for their role, as alleged in the complaint, in the short and distort scheme. On December 17, 2021, the Company's claims against Sabrepoint were dismissed by the court. Farmland Partners is pursuing an appeal of that order and is confident it will be overturned and the litigation will be allowed to proceed. On January 26, 2022, Sabrepoint filed a motion for attorney's fees relating to the defense of that action. The Company has opposed Sabrepoint's attorney's fees application, which is currently pending before Judge Wysocki.

Repurchase Options

For certain of the Company's acquisitions, the seller retains the option to repurchase the property at a future date for a price, which is calculated based on an appreciation factor over the original purchase price plus the value of improvements on the property, that, at the time of the acquisition, the Company expected would be at or above the property's fair market value at the exercise date. As of December 31, 2021, the Company has an approximate aggregate net book value of $8.4 million related to assets with unexercised repurchase options, and $15.8 million related to assets with exercised repurchase options. On September 4, 2020, the seller of one such property exercised its right to repurchase approximately 2,860 acres in South Carolina. The Company received a non-refundable initial payment of $2.9 million upon exercise, plus additional payments of $0.3 million in February 2021 and $0.1 million in February 2022. The Company is scheduled to receive a series of non-refundable payments until the closing date, which is currently scheduled to take place on or before January 15, 2025.

Note 9—Stockholders' Equity and Non-controlling Interests

Non-controlling Interest in Operating Partnership

FPI consolidates the Operating Partnership. As of December 31, 2021 and 2020, FPI owned 97.0% and 94.9% of the outstanding interests, respectively, in the Operating Partnership, and the remaining 3.0% and 5.1% interests, respectively, are included in non-controlling interests in Operating Partnership on the consolidated balance sheets. The non-controlling interests in the Operating Partnership are held in the form of Common units and Series A preferred units.

On or after 12 months of becoming a holder of Common units, unless the terms of an agreement with such Common unitholder dictate otherwise, each limited partner, other than the Company, has the right, subject to the terms and conditions set forth in the Second Amended and Restated Agreement of Limited Partnership of the Operating Partnership, as amended (the "Partnership Agreement"), to tender for redemption all or a portion of such Common units in exchange for cash, or in the Company's sole discretion, for shares of the

Company's common stock on a one-for-one basis. If cash is paid in satisfaction of a redemption request, the amount will be equal to the number of tendered units multiplied by the fair market value per share of the Company's common stock on the date of the redemption notice (determined in accordance with, and subject to adjustment under, the terms of the Partnership Agreement). Any redemption request must be satisfied by the Company on or before the close of business on the tenth business day after the Company receives a notice of redemption. During the years ended December 31, 2021 and 2020, the Company issued 281,453 and 265,000, respectively, of shares of common stock upon redemption of 281,453 and 265,000, respectively, of Common units that had been tendered for redemption. There were 1.4 million and 1.6 million outstanding Common units eligible to be tendered for redemption as of December 31, 2021 and 2020, respectively.

If the Company gives the limited partners notice of its intention to make an extraordinary distribution of cash or property to its stockholders or effect a merger, a sale of all or substantially all of its assets or any other similar extraordinary transaction, each limited partner may exercise its right to tender its Common units for redemption, regardless of the length of time such limited partner has held its Common units.

Regardless of the rights described above, the Operating Partnership will not have an obligation to issue cash to a unitholder upon a redemption request if the Company elects to redeem Common units for shares of common stock. When a Common unit is redeemed, non-controlling interest in the Operating Partnership is reduced, and stockholders' equity is increased.

The Operating Partnership intends to continue to make distributions on each Common unit in the same amount as those paid on each share of FPI's common stock, with the distributions on the Common units held by FPI being utilized to pay dividends to FPI's common stockholders.

Pursuant to the consolidation accounting standard with respect to the accounting and reporting for non-controlling interest changes and changes in ownership interest of a subsidiary, changes in parent's ownership interest when the parent retains controlling interest in the subsidiary should be accounted for as equity transactions. The carrying amount of the non-controlling interest shall be adjusted to reflect the change in its ownership interest in the subsidiary, with the offset to equity attributable to the parent. Changes in the ownership percentages between the Company's stockholders' equity and non-controlling interest in the Operating Partnership resulted in an increase/(decrease) the non-controlling interest in the Operating Partnership by $2.7 million and ($0.7) million during the years ended December 31, 2021 and 2020 respectively, with the corresponding offsets to additional paid-in capital.

Redeemable Non-controlling Interests in Operating Partnership, Series A preferred units

On March 2, 2016, the sole general partner of the Operating Partnership entered into Amendment No. 1 (the "Amendment") to the Partnership Agreement in order to provide for the issuance, and the designation of the terms and conditions, of the Series A preferred units. Pursuant to the Amendment, among other things, each Series A preferred unit has a $1,000 liquidation preference and is entitled to receive cumulative preferential cash distributions at a rate of 3.00% per annum of the $1,000 liquidation preference, which is payable annually in arrears on January 15 of each year or the next succeeding business day. The cash distributions are accrued ratably over the year and credited to redeemable non-controlling interest in Operating Partnership, preferred units on the balance sheet with the offset recorded to retained earnings. On March 2, 2016, 117,000 Series A preferred units were issued as partial consideration in the March 2, 2016 Illinois farm acquisition. Upon any voluntary or involuntary liquidation or dissolution, the Series A preferred units are entitled to a priority distribution ahead of Common units in an amount equal to the liquidation preference plus an amount equal to all distributions accumulated and unpaid to the date of such cash distribution. Total liquidation value of such preferred units as of December 31, 2021 and 2020 was $120.5 million and $120.5 million, respectively, including accrued distributions.

On or after February 10, 2026 (the "Conversion Right Date"), holders of the Series A preferred units have the right to convert each Series A preferred unit into a number of Common units equal to (i) the $1,000 liquidation preference plus all accrued and unpaid distributions, divided by (ii) the volume-weighted average price per share of the Company's common stock for the 20 trading days immediately preceding the applicable conversion date. All Common units received upon conversion may be immediately tendered for redemption for cash or, at the Company's option, for shares of common stock on a one-for-one basis, subject to the terms and conditions set forth in the Partnership Agreement. Prior to the Conversion Right Date, the Series A preferred units may not be tendered for redemption by the Holder.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

On or after February 10, 2021, but prior to the Conversion Right Date, the Operating Partnership has the right to redeem some or all of the Series A preferred units, at any time and from time to time, for cash in an amount per unit equal to the $1,000 liquidation preference plus all accrued and unpaid distributions.

In the event of a Termination Transaction (as defined in the Partnership Agreement) prior to conversion, holders of the Series A preferred units generally have the right to receive the same consideration as holders of Common units and common stock, on an as-converted basis.

Holders of the Series A preferred units have no voting rights except with respect to (i) the issuance of partnership units of the Operating Partnership senior to the Series A preferred units as to the right to receive distributions and upon liquidation, dissolution or winding up of the Operating Partnership, (ii) the issuance of additional Series A preferred units, and (iii) amendments to the Partnership Agreement that materially and adversely affect the rights or benefits of the holders of the Series A preferred units.

The Series A preferred units are accounted for as mezzanine equity on the consolidated balance sheet as the units are convertible and redeemable for shares at a determinable price and date at the option of the holder upon the occurrence of an event not solely within the control of the Company.

The following table summarizes the changes in our redeemable non-controlling interest in the Operating Partnership for the years ended December 31, 2021 and 2020:

	Series A Preferred Units	
(in thousands)	Redeemable Preferred units	Redeemable non-controlling interests
Balance at December 31, 2019	117	$ 120,510
Distribution paid to non-controlling interest	—	(3,510)
Accrued distributions to non-controlling interest	—	3,510
Balance at December 31, 2020	117	$ 120,510
Balance at December 31, 2020	117	$ 120,510
Distribution paid to non-controlling interest	—	(3,510)
Accrued distributions to non-controlling interest	—	3,510
Balance at December 31, 2021	117	$ 120,510

Series B Participating Preferred Stock

On August 17, 2017, the Company entered into an underwriting agreement with Raymond James & Associates, Inc. and Jefferies LLC, as representatives of the underwriters, pursuant to which the Company sold 6,037,500 shares of its newly designated Series B Participating Preferred Stock, at a public offering price of $25.00 per share.

The shares of Series B Participating Preferred Stock are accounted for as mezzanine equity on the consolidated balance sheet, as the Series B Participating Preferred Stock was convertible and redeemable for common shares at a determinable price and date at the option of the Company and upon the occurrence of an event not solely within the control of the Company.

The balance recorded in mezzanine equity relating to the Series B Participating Preferred Stock as of December 31, 2021 and 2020 was $0.0 million and $139.8 million, respectively.

On October 4, 2021, the Company converted all 5,806,797 shares of the outstanding Series B Participating Preferred Stock into shares of common stock. Each share of Series B Participating Preferred Stock was converted into 2.0871798 shares of common stock, or 12,119,829 shares of common stock in total, less any fractional shares. Holders of the Series B Participating Preferred Stock received cash in lieu of fractional shares. As a result of the conversion, the Company recorded a $5.7 million deemed dividend to the Series B Participating Preferred stockholders, which represents the conversion value as of the conversion date less the carrying value as of October 4, 2021.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Distributions

The Company's board of directors declared and paid the following distributions to common stockholders and holders of Common units for the years ended December 31, 2021 and 2020:

Fiscal Year	Declaration Date	Record Date	Payment Date	Distributions per Common Share/OP unit
2021	October 26, 2021	January 3, 2022	January 18, 2022	$ 0.0500
	August 4, 2021	October 1, 2021	October 15, 2021	$ 0.0500
	May 7, 2021	July 1, 2021	July 15, 2021	$ 0.0500
	February 11, 2021	April 1, 2021	April 15, 2021	$ 0.0500
				$ 0.2000
2020	November 3, 2020	January 1, 2021	January 15, 2021	$ 0.0500
	August 4, 2020	October 1, 2020	October 15, 2020	$ 0.0500
	May 6, 2020	July 1, 2020	July 15, 2020	$ 0.0500
	March 11, 2020	April 1, 2020	April 15, 2020	$ 0.0500
				$ 0.2000

Additionally, in connection with the 3.00% cumulative preferential distribution on the Series A preferred units, the Company has accrued $3.5 million in distributions payable as of December 31, 2021. The distributions are payable annually in arrears on January 15 of each year.

In general, common stock cash dividends declared by the Company will be considered ordinary income to stockholders for income tax purposes. From time to time, a portion of the Company's dividends may be characterized as qualified dividends, capital gains or return of capital.

Share Repurchase Program

On March 15, 2017, the Company's Board of Directors approved a program to repurchase up to $25 million in shares of the Company's common stock. In November 2017, the Board of Directors approved repurchases of the Company's Series B Participating Preferred Stock from time to time under the share repurchase program. Subsequently on August 1, 2018, the Board of Directors increased the authority under the share repurchase program by an aggregate of $30 million. On November 7, 2019, the Board of Directors increased the authority under the program by an additional $50 million. Repurchases under this program may be made from time to time, in amounts and prices as the Company deems appropriate. Repurchases may be made in open market or privately negotiated transactions in compliance with Rule 10b-18 under the Securities Exchange Act of 1934, as amended, subject to market conditions, applicable legal requirements, trading restrictions under the Company's insider trading policy and other relevant factors. This share repurchase program does not obligate the Company to acquire any particular amount of common stock and it may be modified or suspended at any time at the Company's discretion. The Company funds repurchases under the program using cash on its balance sheet.

During the year ended December 31, 2021, the Company repurchased no shares of its common stock and 25,073 shares of its Series B Participating Preferred Stock for $0.7 million at an average price of $25.92 per share. As of December 31, 2021, the Company had approximately $40.5 million in shares that it can repurchase under the stock repurchase plan.

Equity Incentive Plan

On May 7, 2021, the Company's stockholders approved the Third Amended and Restated 2014 Equity Incentive Plan (as amended and restated, the "Plan"), which increased the aggregate number of shares of the Company's common stock reserved for issuance under the Plan to approximately 1.9 million shares. As of December 31, 2021, there were 0.8 million shares available for future grants under the Plan.

The Company may issue equity-based awards to officers, non-employee directors, employees, independent contractors and other eligible persons under the Plan. The Plan provides for the grant of stock options, share awards (including restricted stock and restricted stock units), stock appreciation rights, dividend equivalent rights, performance awards, annual incentive cash awards and other equity-

based awards, including LTIP units, which are convertible on a one-for-one basis into Common units. The terms of each grant are determined by the compensation committee of the Board of Directors.

From time to time, the Company may award restricted shares of its common stock under the Plan, as compensation to officers, employees, non-employee directors and non-employee consultants. The shares of restricted stock vest over a period of time as determined by the compensation committee of the Company's Board of Directors at the date of grant. The Company recognizes compensation expense for awards issued to officers, employees and non-employee directors for restricted shares of common stock on a straight-line basis over the vesting period based upon the fair market value of the shares on the date of issuance, adjusted for forfeitures. The Company recognizes compensation expense for awards issued to non-employee consultants in the same period and in the same manner as if the Company paid cash for the underlying services.

A summary of the non-vested restricted shares as of December 31, 2021 and 2020 is as follows:

(shares in thousands)	Number of shares	Weighted average grant date fair value
Unvested at December 31, 2019	345	$ 9.49
Granted	139	6.23
Vested	(168)	8.24
Forfeited	—	—
Unvested at December 31, 2020	316	$ 6.46
Granted	143	11.72
Vested	(162)	6.68
Forfeited	—	—
Unvested at December 31, 2021	297	$ 8.87

The Company recognized stock-based compensation expense related to restricted stock awards of $1.3 million and $1.1 million, for the years ended December 31, 2021 and 2020, respectively. As of December 31, 2021 and 2020, there were $1.6 million and $1.1 million, respectively, of total unrecognized compensation costs related to nonvested stock awards, which are expected to be recognized over a weighted-average period of 1.5 years. The change in fair value of the shares issued to non-employees to be issued upon vesting is remeasured at the end of each reporting period and is recorded in general and administrative expenses on the consolidated statements of operations.

At-the-Market Offering Program (the "ATM Program")

On October 29, 2021, the Company entered into equity distribution agreements under which the Company may issue and sell from time to time, through sales agents, shares of its common stock having an aggregate gross sales price of up to $75 million (the "$75 million ATM Program"). In connection with its entry into the distribution agreements, the Company terminated the equity distribution agreements, each dated as of May 14, 2021, for its prior ATM Program (the "$50 million ATM Program"). During the year ended December 31, 2021, the Company sold 1,959,512 shares and generated $25.7 million in gross proceeds and $25.4 million in net proceeds under the $50 million ATM Program, and sold 153,261 shares and generated $1.9 million in gross and net proceeds under the $75 million ATM Program for totals of 2,112,773 shares and $27.6 million and $27.3 million in gross and net proceeds, respectively.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Earnings per Share

The computation of basic and diluted earnings (loss) per share is as follows:

(in thousands, except per share amounts)	For the years ended December 31, 2021	For the years ended December 31, 2020
Numerator:		
Net income attributable to Farmland Partners Inc.	$ 9,991	$ 7,119
Less: Nonforfeitable distributions allocated to unvested restricted shares	(57)	(64)
Less: Distributions on redeemable non-controlling interests in Operating Partnership, preferred	(10,052)	(12,334)
Less: Dividends on Series B Participating Preferred Stock	(5,716)	—
Net loss attributable to common stockholders	$ (5,834)	$ (5,279)
Denominator:		
Weighted-average number of common shares - basic	34,641	29,376
Conversion of preferred units[(1)]	—	—
Unvested restricted shares[(1)]	—	—
Redeemable non-controlling interest[(1)]	—	—
Weighted-average number of common shares - diluted	34,641	29,376
Loss per share attributable to common stockholders - basic	$ (0.17)	$ (0.18)
Loss per share attributable to common stockholders - diluted	$ (0.17)	$ (0.18)

(1) Anti-dilutive for the years ended December 31, 2021 and 2020.

Numerator:

Unvested shares of the Company's restricted common stock are considered participating securities, which requires the use of the two-class method for the computation of basic and diluted earnings per share. Unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents (whether paid or unpaid) are participating securities and shall be included in the computation of earnings per share pursuant to the two-class method. Accordingly, distributed and undistributed earnings attributable to unvested restricted shares (participating securities) have been subtracted, as applicable, from net income or loss attributable to common stockholders utilized in the basic and diluted earnings per share calculations.

Distributions on preferred interests in the Operating Partnership have been subtracted from net income or loss attributable to common stockholders.

Denominator:

Any anti-dilutive shares have been excluded from the diluted earnings per share calculation.

The outstanding Series A preferred units are non-participating securities and thus are included in the computation of diluted earnings per share on an as-if converted basis, if they are dilutive. For the years ended December 31, 2021 and 2020, these shares were not included in the diluted earnings per share calculation as they would be anti-dilutive. The outstanding shares of Series B Participating Preferred Stock are non-participating securities and thus are included in the computation of diluted earnings per share on an as-if converted basis, if they are dilutive. For the years ended December 31, 2021 and 2020, these shares were not included in the diluted earnings per share calculation as they would be anti-dilutive.

For the years ended December 31, 2021 and 2020, diluted weighted average common shares do not include the impact of 0.5 million and 0.3 million, respectively, unvested compensation-related shares as they would have been anti-dilutive.

The limited partners' outstanding Common units, or the non-controlling interests, (which may be redeemed for shares of common stock) have not been included in the diluted earnings per share calculation as there would be no effect on the amounts since the limited partners' share of income would also be added back to net income, therefore increasing both net income and shares. The weighted average number of Common units held by the non-controlling interest was 1.5 million and 1.8 million for the years ended December 31, 2021 and 2020, respectively.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Outstanding Equity Awards and Units

The following equity awards and units were outstanding as of December 31, 2021 and 2020, respectively.

	December 31, 2021	December 31, 2020
Shares	45,177	30,255
Common Units	1,357	1,639
Redeemable Common Units	—	—
Unvested Restricted Stock Awards	297	316
	46,831	32,210

Note 10—Hedge Accounting

Cash Flow Hedging Strategy

The Company manages economic risks, including interest rate, liquidity, and credit risk, by managing the amount, sources, duration and interest rate exposure of its financing sources. The Company may also use interest rate derivative financial instruments, primarily interest rate swaps. As of December 31, 2021, the Company was a party to one interest rate swap, designated as a hedging instrument, to add stability to interest expense and to manage its exposure to adverse interest rate movements.

For derivative instruments that are designated and qualify as a cash flow hedge (i.e., hedging the exposure to variability in expected future cash flows that is attributable to a particular risk), the entire change in the fair value of the Company's designated cash flow hedges is recorded to accumulated other comprehensive income, a component of shareholders' equity in the Company's consolidated balance sheets.

On March 26, 2020, the Company terminated its existing swap agreement and entered into a new interest rate swap agreement to obtain a more favorable interest rate and to manage interest rate risk exposure, which was effective April 1, 2020. An interest rate swap agreement utilized by the Company effectively modified the Company's exposure to interest rate risk by converting the Company's floating-rate debt to a fixed rate basis for the next six years on 50% of the outstanding amount to Rabobank at the time of the agreement, thus reducing the impact of interest rate changes on future interest expense. This agreement involves the receipt of floating rate amounts in exchange for fixed rate interest payments over the life of the agreement without an exchange of the underlying principal amount. The fair value of the de-designated swap was $2.6 million on the termination date. The Company is amortizing the de-designated swap over the original term utilizing a forward curve analysis of determining monthly amortization out of Other Comprehensive Income through the original termination date (March 1, 2023). Amortization for the years ended December 31, 2021 and 2020 was $1.0 million and $0.8 million, respectively. The Company's $2.6 million termination fee was rolled into the new swap and will be paid over the next six years. Termination fees paid during the year ended December 31, 2021 were $0.4 million.

The Company determines the hedge effectiveness of its interest rate swaps at inception by applying a quantitative evaluation of effectiveness using regression analysis. On an ongoing basis the Company applies an initial qualitative assessment of on-going effectiveness and reviews hedge effectiveness through assessing the hedge relationship by comparing the current terms of the swap and the associated debt to ensure they continue to coincide through the continued ability of the Counterparty to the swap to honor its obligations under the swap contract. The qualitative assessment may indicate that the hedge relationship is not highly effective, the Company would then perform a quantitative evaluation using regression analysis. The Company concluded the hedge was highly effective at inception and remains highly effective as of December 31, 2021.

As of December 31, 2021, the total notional amount of the Company's receive-variable/pay-fixed interest rate swap was $33.2 million.

The fair value of the Company's derivative instrument on a recurring basis is set out below:

($ in thousands)

Instrument	Balance sheet location	Level 2 Fair Value
Interest rate swap	Derivative liability	$ 785

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

The effect of derivative instruments on the consolidated statements of operations for the years ended December 31, 2021 and 2020 is set out below:

Cash flow hedging relationships	Location of Gain (Loss) reclassified from Accumulated OCI into income
Interest rate contracts	Interest expense

For the years ended December 31, 2021 and 2020, the amount of loss recognized in net income was $0.6 million and $0.4 million, respectively. The net change associated with current period hedging transactions was $2.7 million and $(0.7) million for the years ended December 31, 2021 and 2020, respectively. The amortization of frozen Accumulated Other Comprehensive Income was $1.0 million and $0.8 million for the years ended December 31, 2021 and 2020, respectively.

The fair values of the Company's interest rate swap agreements are determined using the market standard methodology of netting the discounted future fixed cash payments and the discounted expected variable cash receipts, which is considered a Level 2 measurement under the fair value hierarchy. Level 2 is defined as inputs other than quoted prices in active markets that are either directly or indirectly observable. There were no transfers between Levels 1, 2 or 3 during the year ended December 31, 2021. The variable cash receipts are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves.

The following table outlines the movements in the other comprehensive income account as of December 31, 2021 and 2020:

($ in thousands)	December 31, 2021	December 31, 2020
Beginning accumulated derivative instrument gain or loss	$ (2,380)	$ (1,644)
Net change associated with current period hedging transactions	1,676	(1,582)
Amortization of frozen AOCI on de-designated hedge	983	846
Difference between a change in fair value of excluded components	—	—
Closing accumulated derivative instrument gain or loss	$ 279	$ (2,380)

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Note 11—Quarterly Financial Information (unaudited)

The following table reflects the quarterly results of operations for the years ended December 31, 2021 and 2020.

	Quarter Ended			
($ in thousands except per share data)	March 31, 2021	June 30, 2021	September 30, 2021	December 31, 2021
Operating revenues	$ 11,575	$ 10,013	$ 10,105	$ 20,046
Operating expenses [1]	8,477	9,058	8,671	8,720
Other expenses [2]	621	3,820	4,103	(1,990)
Net income (loss) before income tax expense	2,477	(2,865)	(2,669)	13,316
Income tax expense	—	—	—	—
Net income (loss)	$ 2,477	$ (2,865)	$ (2,669)	$ 13,316
Net income (loss) available to common stockholders of Farmland Partners Inc.	$ (718)	$ (5,804)	$ (5,623)	$ 6,311
Basic net income (loss) per share available to common stockholders [3]	$ (0.02)	$ (0.19)	$ (0.17)	$ 0.14
Diluted net income (loss) per share available to common stockholders [3]	$ (0.02)	$ (0.19)	$ (0.17)	$ 0.12
Basic weighted average common shares outstanding	30,418	31,072	32,551	44,391
Diluted weighted average common shares outstanding	30,418	31,072	32,551	54,520

	Quarter Ended			
($ in thousands)	March 31, 2020	June 30, 2020	September 30, 2020	December 31, 2020
Operating revenues	$ 11,650	$ 10,517	$ 10,604	$ 17,917
Operating expenses [1]	6,361	6,828	6,955	8,216
Other expenses [2]	4,870	3,517	3,088	3,324
Net income before income tax expense	419	172	561	6,377
Income tax expense	—	—	—	—
Net income	$ 419	$ 172	$ 561	$ 6,377
Net income (loss) available to common stockholders of Farmland Partners Inc.	$ (2,737)	$ (2,942)	$ (2,553)	$ 2,955
Basic net income (loss) per share available to common stockholders [3]	$ (0.09)	$ (0.10)	$ (0.09)	$ 0.10
Diluted net income (loss) per share available to common stockholders [3]	$ (0.09)	$ (0.10)	$ (0.09)	$ 0.06
Basic weighted average common shares outstanding	29,545	29,433	29,206	29,331
Diluted weighted average common shares outstanding	29,545	29,433	29,206	46,461

(1) Operating expenses for the quarters ended March 31, 2021, June 30, 2021, September 30, 2021 and December 31, 2021 included $2.5 million, $2.7 million, $2.2 million, $1.4 million, respectively, related to litigation. Operating expenses for the quarters ended March 31, 2020, June 30, 2020, September 30, 2020 and December 31, 2020 included $0.2 million, $0.6 million, $0.0 million, $1.9 million, respectively, related to litigation.

(2) Other expenses for the quarters ended March 31, 2021, June 30, 2021, September 30, 2021 and December 31, 2021 included $3.4 million, $0.1 million, $(0.1) million, $5.8 million, respectively, related to Gain (loss) on disposition of assets. Other expenses for the quarters ended March 31, 2020, June 30, 2020, September 30, 2020 and December 31, 2020 included $(0.1) million, $0.9 million, $1.3 million, $0.8 million, respectively, related to gain (loss) on disposition of assets.

(3) The basic and diluted net (loss) income for the quarters do not equal full year results due to issuance of common stock throughout the year and rounding.

Note 12—Subsequent Events

We have evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through the day the financial statements were issued.

Dividends

On February 22, 2022, the Company's Board of Directors declared a quarterly cash dividend of $0.05 per share of common stock and Common units payable on April 15, 2022 to stockholders and unitholders of record as of April 1, 2022.

Real Estate Acquisitions

Subsequent to December 31, 2021, the Company completed one farm acquisition in the Corn Belt region for $1.5 million in cash consideration.

Farmland Partners Inc.
Notes to Consolidated Financial Statements (continued)

Real Estate Dispositions

Subsequent to December 31, 2021, the Company completed one partial farm disposition in the Corn Belt region for $2.7 million in cash consideration.

Rutledge Loans Refinancings

On February 18, 2022, the Company entered into an agreement with Farm Credit Mid-America to extend the maturities on the $112.0 million of outstanding debt maturing on April 1, 2022 to March 1, 2027.

401k Plan

In February 2022, the Company implemented a 401k plan. As part of the plan, the Company expects to make safe harbor contributions of approximately 3% of gross employee compensation.

Farmland Partners Inc.
Schedule III – Real Estate and Accumulated Depreciation
December 31, 2021
($ In Thousands)

		Initial Cost to Company			Cost Capitalized Subsequent to Acquisition			Gross Amount at Which Carried at Close of Period						
Description	Encumbrances	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total	Accumulated Depreciation	Date of Construction	Date Acquired	Life on Which Depreciation in Latest Income Statements is Computed
California	(k)	44,994	—	44,994	—	—	—	44,994	—	44,994	—		2017	—
North Carolina	(m)	41,906	—	41,906	578	5	583	42,484	5	42,489	—	2018	2015	30
California	(k)	33,482	—	33,482	—	—	—	33,482	—	33,482	—		2017	—
Illinois	(i)	29,627	431	30,058	50	2,268	2,318	29,677	2,699	32,376	451	2017, 2018	2017	19
California	(k)	31,567	—	31,567	—	—	—	31,567	—	31,567	—		2017	—
California	(r), (u)	19,925	11,521	31,446	—	(1,146)	(1,146)	19,925	10,375	30,300	4,036	2017	2017	13
Louisiana	(n)	26,762	128	26,890	—	—	—	26,762	128	26,890	22		2021	13
Illinois	(i)	22,937	1,484	24,421	(11)	1,302	1,291	22,926	2,786	25,712	390	2017, 2018, 2019	2017	26
Louisiana	(o)	24,754	390	25,144	—	—	—	24,754	390	25,144	1		2021	16
California	(t)	7,647	11,518	19,165	—	338	338	7,647	11,856	19,503	2,384	2017, 2018, 2020, 2021	2017	20
South Carolina	(p)	12,057	1,474	13,531	53	5,897	5,950	12,110	7,371	19,481	1,257	2014, 2017, 2018, 2019, 2021	2014	24
California	(u)	10,947	6,878	17,825	(12)	287	275	10,935	7,165	18,100	1,972	2017, 2021	2017	22
California	(u)	9,998	8,116	18,114	—	(115)	(115)	9,998	8,001	17,999	2,616	2017	2017	14
North Carolina	(l)	17,627	—	17,627	—	—	—	17,627	—	17,627	—		2018	—
South Carolina	(j)	14,866	906	15,772	—	239	239	14,866	1,145	16,011	188	2017, 2018	2017	25
Florida	(m)	9,295	202	9,497	3,433	2,531	5,964	12,728	2,733	15,461	233	2016, 2017, 2019, 2020, 2021	2016	31
California	(u)	11,888	3,398	15,286	—	(58)	(58)	11,888	3,340	15,228	1,205	2017	2017	15
California	(s)	8,326	6,075	14,401	—	42	42	8,326	6,117	14,443	1,103	2017, 2018, 2019	2017	25
California	(r)	9,043	4,546	13,589	—	307	307	9,043	4,853	13,896	1,365	2017, 2018, 2020, 2021	2017	19
California	(s), (u)	10,167	2,902	13,069	—	17	17	10,167	2,919	13,086	1,095	2017	2017	14
California	(r)	7,492	2,889	10,381	—	433	433	7,492	3,322	10,814	1,088	2017, 2019	2017	15
Colorado	(p)	10,716	70	10,786	—	—	—	10,716	70	10,786	14	2014	2014	39
Illinois	(d)	9,689	420	10,109	18	(5)	13	9,707	415	10,122	138	2016, 2017, 2018	2016	20
California	(t)	9,534	263	9,797	—	2	2	9,534	265	9,799	128	2017	2017	14
California	(u)	6,191	2,772	8,963	—	—	—	6,191	2,772	8,963	823	2017	2017	11
Florida	(s)	2,674	3,565	6,239	—	2,652	2,652	2,674	6,217	8,891	1,287	2017, 2020, 2021	2017	17
South Carolina	(m)	7,919	133	8,052	—	178	178	7,919	311	8,230	48	2015, 2017, 2020	2015	24
California	(s)	4,710	3,317	8,027	—	—	—	4,710	3,317	8,027	701	2017	2017	15
Florida	(q)	6,402	593	6,995	—	269	269	6,402	862	7,264	292	2017, 2019	2017	18
Arkansas	(p)	6,914	287	7,201	16	22	38	6,930	309	7,239	95	2014, 2017, 2018	2014	21
North Carolina	(m)	7,239	—	7,239	(16)	—	(16)	7,223	—	7,223	—		2015	—
South Carolina	(p)	4,679	25	4,704	4	2,375	2,379	4,683	2,400	7,083	577	2020, 2017, 2016, 2015, 2021	2014	28
Mississippi	(p)	6,654	133	6,787	—	3	3	6,654	136	6,790	38	2014, 2015	2014	25
South Dakota	(j)	6,731	—	6,731	—	—	—	6,731	—	6,731	—		2017	—
Illinois	(d)	6,086	—	6,086	11	450	461	6,097	450	6,547	45	2018	2016	40
Georgia	(s)	3,574	2,922	6,496	—	46	46	3,574	2,968	6,542	2,392	2017, 2019	2017	12
Missouri	(e)	6,493	15	6,508	—	—	—	6,493	15	6,508	—		2021	18
Illinois	(d)	6,418	—	6,418	11	—	11	6,429	—	6,429	—		2016	—
Arkansas	(g)	5,924	244	6,168	—	—	—	5,924	244	6,168	80	2015	2015	21
Illinois	(d)	5,493	—	5,493	9	338	347	5,502	338	5,840	178	2017	2016	10
California	(e)	5,442	390	5,832	—	—	—	5,442	390	5,832	4		2021	15
North Carolina	(m)	5,750	—	5,750	4	—	4	5,754	—	5,754	—		2015	—
Arkansas	(q)	5,532	101	5,633	15	46	61	5,547	147	5,694	53	2017, 2019, 2020	2017	14
Colorado	(h)	792	4,731	5,523	1	159	160	793	4,890	5,683	430	2016, 2017, 2019, 2021	2016	21
Colorado		5,455	147	5,602	—	—	—	5,455	147	5,602	2		2021	13
Illinois	(d)	5,453	105	5,558	10	7	17	5,463	112	5,575	24	2016	2016	23
Colorado	(j)	4,156	1,280	5,436	—	(3)	(3)	4,156	1,277	5,433	252	2017	2017	26
Arkansas	(e)	5,169	185	5,354	—	—	—	5,169	185	5,354	69	2017	2017	15
Louisiana	(p)	5,100	52	5,152	—	172	172	5,100	224	5,324	92	2017, 2016, 2015, 2021	2014	17
Illinois	(d)	4,920	4	4,924	8	148	156	4,928	152	5,080	14	2017	2016	50
Arkansas	(p)	4,536	50	4,586	27	81	108	4,563	131	4,694	39	2014, 2017	2014	17
Illinois	(q)	4,575	—	4,575	—	—	—	4,575	—	4,575	—		2017	—
Illinois	(d)	4,522	4	4,526	8	—	8	4,530	4	4,534	2	2016	2016	10
South Carolina	(p)	2,235	—	2,235	661	1,577	2,238	2,896	1,577	4,473	356	2020, 2017, 2016, 2015, 2021	2014	24
California	(l)	2,461	1,974	4,435	—	—	—	2,461	1,974	4,435	451	2017	2017	17
Illinois	(d)	4,350	—	4,350	8	—	8	4,358	—	4,358	—		2016	—

Farmland Partners Inc.
Schedule III – Real Estate and Accumulated Depreciation (continued)
December 31, 2021
($ In Thousands)

		Initial Cost to Company			Cost Capitalized Subsequent to Acquisition			Gross Amount at Which Carried at Close of Period						
Description	Encumbrances	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total	Accumulated Depreciation	Date of Construction	Date Acquired	Life on Which Depreciation in Latest Income Statements is Computed
North Carolina	(m)	4,242	—	4,242	4	—	4	4,246	—	4,246	—		2015	—
Colorado	(p)	3,566	359	3,925	—	96	96	3,566	455	4,021	108	2014, 2017, 2018, 2021	2014	19
North Carolina	(m)	3,864	—	3,864	8	—	8	3,872	—	3,872	—		2015	—
Illinois	(d)	3,821	—	3,821	(2)	—	(2)	3,819	—	3,819	—		2016	—
Georgia	(g)	3,306	368	3,674	—	23	23	3,306	391	3,697	101	2015, 2016, 2017, 2018, 2021	2015	22
Louisiana	(o)	3,612	20	3,632	—	—	—	3,612	20	3,632	—		2021	15
Illinois	(f)	2,981	—	2,981	—	634	634	2,981	634	3,615	249		2014	38
Alabama	(s)	1,719	1,883	3,602	—	(8)	(8)	1,719	1,875	3,594	412	2017	2017	19
Mississippi	(b)	3,471	41	3,512	—	63	63	3,471	104	3,575	19	2015, 2017	2015	35
Illinois	(d)	3,541	—	3,541	6	—	6	3,547	—	3,547	—		2016	—
Illinois		3,149	28	3,177	—	324	324	3,149	352	3,501	43	2016, 2018	2016	28
Illinois	(f)	1,290	—	1,290	—	2,199	2,199	1,290	2,199	3,489	596	2017, 2015, 2011	2007	38
Illinois	(d)	3,470	—	3,470	6	4	10	3,476	4	3,480	2	2016	2016	12
Nebraska	(p)	1,881	55	1,936	1	1,476	1,477	1,882	1,531	3,413	512	2017, 2015, 2012	2012	31
Illinois	(d)	2,997	68	3,065	5	253	258	3,002	321	3,323	165	2018, 2016	2016	17
Illinois	(d)	3,212	—	3,212	6	95	101	3,218	95	3,313	9	2018	2016	40
Illinois	(d)	3,277	—	3,277	5	—	5	3,282	—	3,282	—		2016	—
South Carolina	(b)	1,959	344	2,303	—	970	970	1,959	1,314	3,273	193	2017, 2015, 2021	2015	32
Arkansas	(m)	2,808	184	2,992	88	96	184	2,896	280	3,176	95	2015, 2017, 2018, 2020, 2021	2015	22
Illinois	(q)	3,163	—	3,163	—	—	—	3,163	—	3,163	—		2017	—
Illinois	(d)	3,058	—	3,058	5	—	5	3,063	—	3,063	—		2016	—
Arkansas	(p)	2,985	156	3,141	(96)	8	(88)	2,889	164	3,053	81	2014, 2016	2014	16
Illinois	(d)	3,030	—	3,030	6	—	6	3,036	—	3,036	—		2016	—
Arkansas	(b)	3,264	165	3,429	(590)	191	(399)	2,674	356	3,030	116	2014, 2015, 2016, 2017	2014	27
Colorado	(p)	3,099	—	3,099	(133)	—	(133)	2,966	—	2,966	—		2014	—
Illinois	(d)	2,882	42	2,924	5	—	5	2,887	42	2,929	18	2016	2016	12
Illinois	(d)	2,682	—	2,682	8	204	212	2,690	204	2,894	19	2017	2016	50
Nebraska	(c)	2,601	114	2,715	—	131	131	2,601	245	2,846	35	2015, 2016, 2018, 2019	2015	23
Illinois	(f)	2,573	—	2,573	(1)	236	235	2,572	236	2,808	23	2017	2010	50
Virginia	(m)	2,802	—	2,802	—	—	—	2,802	—	2,802	—		2015	—
North Carolina	(l)	2,768	—	2,768	—	—	—	2,768	—	2,768	—		2018	—
Arkansas	(p)	2,645	40	2,685	21	42	63	2,666	82	2,748	28	2014, 2018, 2019	2014	16
Illinois	(d)	2,718	—	2,718	5	—	5	2,723	—	2,723	—		2016	—
California	(u)	967	1,357	2,324	—	375	375	967	1,732	2,699	410	2017, 2018	2017	21
Illinois		2,661	—	2,661	—	—	—	2,661	—	2,661	—		2021	—
Nebraska	(c)	2,539	78	2,617	—	(23)	(23)	2,539	55	2,594	15	2016	2015	20
Nebraska	(m)	693	1,785	2,478	—	90	90	693	1,875	2,568	395	2014, 2016, 2018, 2019	2014	19
Michigan	(g)	904	1,654	2,558	—	—	—	904	1,654	2,558	459	2015	2015	23
Illinois	(d)	2,542	—	2,542	5	—	5	2,547	—	2,547	—		2016	—
Colorado	(b)	1,995	84	2,079	—	466	466	1,995	550	2,545	160	2018, 2017, 2016	2015	16
Illinois	(j)	2,525	—	2,525	—	—	—	2,525	—	2,525	—		2017	—
Arkansas	(p)	2,262	82	2,344	96	4	100	2,358	86	2,444	22	2014, 2015	2014	27
Illinois	(d)	2,423	—	2,423	5	—	5	2,428	—	2,428	—		2016	—
Nebraska	(c)	2,280	44	2,324	—	95	95	2,280	139	2,419	37	2017, 2016, 2015	2015	30
Illinois	(d)	2,402	—	2,402	4	—	4	2,406	—	2,406	—		2016	—
South Carolina	(p)	1,803	158	1,961	—	422	422	1,803	580	2,383	97	2014, 2015, 2020	2014	26
South Carolina	(j)	1,321	91	1,412	246	721	967	1,567	812	2,379	95	2017, 2018, 2020	2017	31
Colorado	(p)	2,328	—	2,328	—	—	—	2,328	—	2,328	—		2014	—
Arkansas	(p)	2,316	—	2,316	—	3	3	2,316	3	2,319	—		2014	—
Nebraska	(c)	2,316	126	2,442	—	(126)	(126)	2,316	—	2,316	—		2015	—
Colorado		637	1,604	2,241	—	—	—	637	1,604	2,241	430	2017	2017	25
Illinois	(d)	2,015	—	2,015	4	216	220	2,019	216	2,235	20	2016, 2019	2016	29
Illinois	(d)	2,100	—	2,100	4	98	102	2,104	98	2,202	13	2018	2016	40
North Carolina	(l)	2,177	—	2,177	—	—	—	2,177	—	2,177	—		2018	—
Colorado	(b)	1,365	663	2,028	—	101	101	1,365	764	2,129	138	2015	2015	21
Arkansas	(p)	2,014	96	2,110	(8)	—	(8)	2,006	96	2,102	39	2014	2014	22
South Carolina	(l)	1,090	—	1,090	230	776	1,006	1,320	776	2,096	74	2018, 2019	2018	30
Colorado	(m)	1,301	699	2,000	—	70	70	1,301	769	2,070	119	2015, 2016, 2017, 2019	2015	26

Farmland Partners Inc.
Schedule III – Real Estate and Accumulated Depreciation (continued)
December 31, 2021
($ In Thousands)

		Initial Cost to Company			Cost Capitalized Subsequent to Acquisition			Gross Amount at Which Carried at Close of Period						
Description	Encumbrances	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total	Accumulated Depreciation	Date of Construction	Date Acquired	Life on Which Depreciation in Latest Income Statements is Computed
South Carolina	(p)	1,568	—	1,568	64	433	497	1,632	433	2,065	84	2015, 2017, 2019	2014	26
Illinois	(f)	1,700	—	1,700	—	346	346	1,700	346	2,046	66	2017	2012	35
Colorado	(p)	1,817	210	2,027	(7)	21	14	1,810	231	2,041	133	2014, 2016, 2021	2014	16
Illinois	(d)	1,996	—	1,996	3	—	3	1,999	—	1,999	—		2016	—
Colorado	(h)	1,760	—	1,760	—	239	239	1,760	239	1,999	40	2017	2016	24
Illinois	(d)	2,103	105	2,208	(226)	—	(226)	1,877	105	1,982	24	2016	2016	25
Illinois	(d)	1,972	—	1,972	3	—	3	1,975	—	1,975	—		2016	—
Illinois	(d)	1,956	—	1,956	4	—	4	1,960	—	1,960	—		2016	—
Illinois	(d)	1,945	—	1,945	4	—	4	1,949	—	1,949	—		2016	—
Illinois	(h)	1,905	—	1,905	—	—	—	1,905	—	1,905	—		2016	—
Colorado	(m)	1,622	—	1,622	—	271	271	1,622	271	1,893	14	2020	2019	28
Colorado	(p)	1,079	812	1,891	—	—	—	1,079	812	1,891	127	2014	2014	31
Illinois	(d)	1,859	—	1,859	4	—	4	1,863	—	1,863	—		2016	—
Illinois	(d)	1,853	—	1,853	3	—	3	1,856	—	1,856	—		2016	—
Illinois	(q)	1,825	—	1,825	—	—	—	1,825	—	1,825	—		2018	—
Illinois	(d)	1,693	—	1,693	3	109	112	1,696	109	1,805	10	2017	2016	50
Illinois	(d)	1,769	—	1,769	3	—	3	1,772	—	1,772	—		2016	—
North Carolina	(m)	1,770	—	1,770	—	—	—	1,770	—	1,770	—		2015	—
Illinois	(f)	1,750	—	1,750	—	—	—	1,750	—	1,750	—		2009	—
Illinois	(q)	1,735	—	1,735	—	—	—	1,735	—	1,735	—		2017	—
Illinois	(d)	1,731	—	1,731	3	—	3	1,734	—	1,734	—		2016	—
Illinois	(d)	1,643	88	1,731	3	—	3	1,646	88	1,734	22	2016	2016	23
Nebraska	(p)	1,610	32	1,642	(2)	81	79	1,608	113	1,721	28	2014, 2015	2014	28
Illinois	(d)	1,718	—	1,718	3	—	3	1,721	—	1,721	—		2016	—
Illinois	(d)	1,614	94	1,708	3	—	3	1,617	94	1,711	24	2016	2016	23
Nebraska	(p)	1,639	46	1,685	(2)	10	8	1,637	56	1,693	14	2014, 2015	2014	31
Colorado	(p)	1,305	376	1,681	—	10	10	1,305	386	1,691	270	2014, 2016	2014	16
Illinois	(d)	1,675	4	1,679	3	(4)	(1)	1,678	—	1,678	—		2016	—
Michigan	(g)	779	851	1,630	—	39	39	779	890	1,669	377	2016, 2019	2016	19
South Carolina	(m)	1,303	225	1,528	—	134	134	1,303	359	1,662	66	2016, 2017, 2020	2016	34
South Carolina	(p)	1,078	—	1,078	29	548	577	1,107	548	1,655	110	2015, 2017	2014	30
Illinois	(d)	1,523	—	1,523	3	126	129	1,526	126	1,652	12	2017	2016	50
Nebraska	(c)	1,314	65	1,379	—	267	267	1,314	332	1,646	97	2015, 2021	2015	21
Illinois	(d)	1,620	—	1,620	3	—	3	1,623	—	1,623	—		2016	—
Nebraska	(p)	1,539	—	1,539	—	70	70	1,539	70	1,609	13	2015	2012	45
Illinois	(d)	1,603	—	1,603	3	—	3	1,606	—	1,606	—		2016	—
Illinois	(d)	1,588	—	1,588	3	—	3	1,591	—	1,591	—		2016	—
Georgia	(h)	1,330	72	1,402	—	180	180	1,330	252	1,582	45	2016, 2019	2016	20
Nebraska	(b)	1,244	69	1,313	—	269	269	1,244	338	1,582	62	2014, 2015	2014	22
Illinois	(f)	1,423	60	1,483	—	68	68	1,423	128	1,551	85	2013	2007	27
Colorado	(p)	1,353	184	1,537	—	—	—	1,353	184	1,537	169	2014	2014	9
Illinois	(p)	1,500	—	1,500	—	26	26	1,500	26	1,526	3	2015	2008	50
Kansas	(g)	1,915	—	1,915	(395)	—	(395)	1,520	—	1,520	—		2015	—
Illinois		1,496	—	1,496	—	—	—	1,496	—	1,496	—		2021	—
Illinois	(d)	1,481	—	1,481	3	—	3	1,484	—	1,484	—		2016	—
Illinois	(q)	1,471	—	1,471	—	—	—	1,471	—	1,471	—		2018	—
Illinois	(d)	1,435	—	1,435	3	—	3	1,438	—	1,438	—		2016	—
Illinois		1,437	—	1,437	—	—	—	1,437	—	1,437	—		2021	—
South Carolina	(j)	1,032	170	1,202	13	218	231	1,045	388	1,433	63	2017, 2018	2017	21
Illinois	(m)	1,403	—	1,403	—	—	—	1,403	—	1,403	—		2019	—
Nebraska	(b)	1,100	28	1,128	—	248	248	1,100	276	1,376	37	2014, 2015, 2018	2014	22
Nebraska	(l)	1,149	—	1,149	—	202	202	1,149	202	1,351	23	2018	2018	22
Illinois	(d)	1,229	—	1,229	2	116	118	1,231	116	1,347	11	2018	2016	40
Nebraska	(c)	1,346	34	1,380	—	(34)	(34)	1,346	—	1,346	—		2015	—
Illinois	(d)	1,320	—	1,320	2	—	2	1,322	—	1,322	—		2016	—
Nebraska	(g)	1,232	56	1,288	31	—	31	1,263	56	1,319	12	2015	2015	24
Nebraska	(c)	1,279	23	1,302	—	6	6	1,279	29	1,308	16	2015, 2017	2015	15
Colorado	(p)	1,238	—	1,238	45	—	45	1,283	—	1,283	33		2014	—

Farmland Partners Inc.
Schedule III – Real Estate and Accumulated Depreciation (continued)
December 31, 2021
($ In Thousands)

		Initial Cost to Company			Cost Capitalized Subsequent to Acquisition			Gross Amount at Which Carried at Close of Period						
Description	Encumbrances	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total	Accumulated Depreciation	Date of Construction	Date Acquired	Life on Which Depreciation in Latest Income Statements is Computed
Nebraska	(c)	1,242	37	1,279	—	(5)	(5)	1,242	32	1,274	7	2015	2015	23
Illinois	(d)	1,259	—	1,259	2	—	2	1,261	—	1,261	—		2016	—
Illinois	(b)	1,120	—	1,120	—	138	138	1,120	138	1,258	16	2016	2008	50
Illinois	(d)	1,254	—	1,254	2	—	2	1,256	—	1,256	—		2016	—
Colorado	(p)	1,030	170	1,200	—	31	31	1,030	201	1,231	175	2014, 2016, 2017	2014	14
Illinois	(d)	1,219	—	1,219	2	—	2	1,221	—	1,221	—		2016	—
Illinois	(p)	1,147	—	1,147	—	60	60	1,147	60	1,207	7	2016	2013	50
Illinois	(f)	1,003	—	1,003	—	198	198	1,003	198	1,201	64	2015, 2017	2008	40
Nebraska	(c)	1,077	33	1,110	—	80	80	1,077	113	1,190	14	2015	2015	23
Colorado	(p)	579	513	1,092	65	18	83	644	531	1,175	355	2014, 2015, 2016	2014	19
Illinois	(d)	1,171	—	1,171	2	—	2	1,173	—	1,173	—		2016	—
Illinois	(d)	1,126	44	1,170	2	—	2	1,128	44	1,172	8	2016	2016	31
Illinois	(d)	1,130	35	1,165	2	—	2	1,132	35	1,167	12	2016	2016	23
North Carolina	(l)	1,161	—	1,161	—	—	—	1,161	—	1,161	—		2018	—
Illinois	(d)	1,439	—	1,439	(279)	—	(279)	1,160	—	1,160	—		2016	—
Illinois	(d)	1,115	28	1,143	2	9	11	1,117	37	1,154	11	2016, 2018	2016	18
Nebraska	(f)	1,109	40	1,149	—	—	—	1,109	40	1,149	18	2012	2012	20
Nebraska	(c)	1,136	11	1,147	—	—	—	1,136	11	1,147	11	2015	2015	—
Illinois	(d)	1,075	—	1,075	2	70	72	1,077	70	1,147	7	2018	2016	40
Colorado	(p)	747	393	1,140	—	—	—	747	393	1,140	82	2014	2014	26
Illinois	(d)	1,119	—	1,119	2	—	2	1,121	—	1,121	—		2016	—
Colorado	(p)	773	323	1,096	—	24	24	773	347	1,120	82	2014, 2021	2014	21
Colorado	(p)	1,128	68	1,196	(45)	(32)	(77)	1,083	36	1,119	3		2014	—
Colorado	(p)	1,105	—	1,105	—	—	—	1,105	—	1,105	—		2014	—
Illinois	(d)	1,063	27	1,090	2	—	2	1,065	27	1,092	14	2016	2016	23
Illinois	(d)	1,080	—	1,080	2	—	2	1,082	—	1,082	—		2016	—
Illinois	(d)	989	—	989	2	77	79	991	77	1,068	8	2018	2016	40
Nebraska	(g)	848	197	1,045	—	22	22	848	219	1,067	64	2014, 2015, 2017	2014	25
Colorado	(p)	554	443	997	(3)	70	67	551	513	1,064	88	2014, 2015, 2017	2014	28
Illinois	(d)	1,058	—	1,058	2	—	2	1,060	—	1,060	—		2016	—
Illinois	(d)	995	—	995	2	58	60	997	58	1,055	5	2017	2016	50
Nebraska	(p)	994	20	1,014	(2)	41	39	992	61	1,053	19	2014, 2015	2014	27
Illinois	(p)	801	97	898	—	152	152	801	249	1,050	45	2016	2004, 2006, 2016	50
Colorado	(f)	819	94	913	—	113	113	819	207	1,026	108	2014, 2017, 2018	2010	18
Colorado	(m)	809	141	950	—	64	64	809	205	1,014	48	2015	2015	31
Illinois	(d)	1,005	—	1,005	2	—	2	1,007	—	1,007	—		2016	—
Florida		935	67	1,002	—	—	—	935	67	1,002	3		2021	15
Georgia	(g)	795	65	860	31	105	136	826	170	996	30	2016, 2017	2016	31
Illinois	(d)	950	40	990	2	—	2	952	40	992	7	2016	2016	32
Illinois	(d)	980	—	980	2	—	2	982	—	982	—		2016	—
Illinois	(d)	975	—	975	2	—	2	977	—	977	—		2016	—
Illinois	(d)	972	—	972	2	—	2	974	—	974	—		2016	—
Illinois	(d)	968	—	968	2	—	2	970	—	970	—		2016	—
Georgia	(m)	756	202	958	(1)	9	8	755	211	966	33	2016, 2021	2016	32
Illinois	(d)	844	—	844	2	112	114	846	112	958	6	2019	2016	30
Illinois	(f)	923	53	976	—	(29)	(29)	923	24	947	5	2011	2011	50
Kansas	(p)	805	178	983	(38)	—	(38)	767	178	945	133	2014	2014	14
Illinois	(d)	939	—	939	1	—	1	940	—	940	—		2016	—
Illinois	(p)	902	34	936	—	—	—	902	34	936	24	2008	2008	21
Illinois	(d)	800	130	930	2	—	2	802	130	932	26	2016	2016	27
Illinois	(d)	845	63	908	2	—	2	847	63	910	19	2016	2016	22
Colorado	(p)	481	373	854	46	2	48	527	375	902	261	2014, 2016	2014	17
Illinois	(d)	855	55	910	1	(12)	(11)	856	43	899	9	2016	2016	28
Illinois	(d)	879	—	879	2	4	6	881	4	885	1	2016	2016	20
Illinois	(m)	866	18	884	—	—	—	866	18	884	1	2020	2020	48
Illinois	(g)	815	—	815	—	60	60	815	60	875	6	2017	2015	50
Georgia	(h)	718	144	862	—	10	10	718	154	872	34	2016	2016	25
Illinois	(d)	864	—	864	1	—	1	865	—	865	—		2016	—

Farmland Partners Inc.
Schedule III – Real Estate and Accumulated Depreciation (continued)
December 31, 2021
($ In Thousands)

		Initial Cost to Company			Cost Capitalized Subsequent to Acquisition			Gross Amount at Which Carried at Close of Period						
Description	Encumbrances	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total	Accumulated Depreciation	Date of Construction	Date Acquired	Life on Which Depreciation in Latest Income Statements is Computed
Adjustments		—	—	—	—	—	—	—	110	110	207			
Other	(v)	50,383	2,046	52,429	579	1,288	1,867	50,958	3,298	54,256	760			
Totals		$ 941,108	$ 108,814	$ 1,049,922	$ 4,847	$ 37,925	$ 42,772	$ 945,951	$ 146,813	$ 1,092,764	$ 38,303			

(b)	Properties denoted with (b) are part of a collateral pool for the $13.8 million Farmer Mac Bond #6.	Farmer Mac Bond #6	$ 13,827
(c)	Properties denoted with (c) are part of a collateral pool for the $11.2 million Farmer Mac Bond #7.	Farmer Mac Bond #7	11,160
(d)	Properties denoted with (d) are part of a collateral pool for the $83.2 million MetLife Term Loan #1.	MetLife Term Loan #1	83,206
(e)	Properties denoted with (e) are part of a collateral pool for the $16.0 million MetLife Term Loan #2.	MetLife Term Loan #2	16,000
(f)	Properties denoted with (f) are part of a collateral pool for the $16.8 million MetLife Term Loan #3.	MetLife Term Loan #3	16,800
(g)	Properties denoted with (g) are part of a collateral pool for the $13.0 million MetLife Term Loan #4.	MetLife Term Loan #4	13,017
(h)	Properties denoted with (h) are part of a collateral pool for the $6.8 million MetLife Term Loan #5.	MetLife Term Loan #5	6,779
(i)	Properties denoted with (i) are part of a collateral pool for the $27.2 million MetLife Term Loan #6.	MetLife Term Loan #6	27,158
(j)	Properties denoted with (j) are part of a collateral pool for the $16.2 million MetLife Term Loan #7.	MetLife Term Loan #7	16,198
(k)	Properties denoted with (k) are part of a collateral pool for the $44.0 million MetLife Term Loan #8.	MetLife Term Loan #8	44,000
(l)	Properties denoted with (l) are part of a collateral pool for the $16.8 million MetLife Term Loan #9.	MetLife Term Loan #9	16,800
(m)	Properties denoted with (m) are part of a collateral pool for the $49.9 million MetLife Term Loan #10.	MetLife Term Loan #10	49,874
(n)	Properties denoted with (n) are part of a collateral pool for the $12.8 million MetLife Term Loan #11.	MetLife Term Loan #11	12,750
(o)	Properties denoted with (o) are part of a collateral pool for the $14.4 million MetLife Term Loan #12.	MetLife Term Loan #12	14,359
(p)	Properties denoted with (p) are part of a collateral pool for the $59.5 million Rabobank.	Rabobank	59,500
(q)	Properties denoted with (q) are part of a collateral pool for the $17.0 million Rutledge Note Payable #1.	Rutledge Note Payable #1	17,000
(r)	Properties denoted with (r) are part of a collateral pool for the $25.0 million Rutledge Note Payable #2.	Rutledge Note Payable #2	25,000
(s)	Properties denoted with (s) are part of a collateral pool for the $25.0 million Rutledge Note Payable #3.	Rutledge Note Payable #3	25,000
(t)	Properties denoted with (t) are part of a collateral pool for the $15.0 million Rutledge Note Payable #4.	Rutledge Note Payable #4	15,000
(u)	Properties denoted with (u) are part of a collateral pool for the $30.0 million Rutledge Note Payable #5.	Rutledge Note Payable #5	30,000
			$ 513,428

(v) Other category is comprised of 108 farms in 9 states that on an aggregate basis make up less than 5% of gross total land plus improvements as of December 31, 2021. Approximately $3.3 million is part of a collateral pool for Farmer Mac Bond #6, $0.5 million is part of a collateral pool for Farmer Mac Bond #7, $20.3 million is part of a collateral pool for Met Life Bond #1, $6.6 million is part of a collateral pool for Met Life Bond #3, $5.8 million is part of a collateral pool for Met Life Bond #4, $1.6 million is part of a collateral pool for Met Life Bond #5, $2.0 million is part of a collateral pool for Met Life Bond #7, $2.0 million is part of a collateral pool for Met Life Bond #9, $0.6 million is part of a collateral pool for MetLife Bond #10, $6.0 million is part of a collateral pool for Rabo Agrifinance Note and $4.1 million is part of a collateral pool for Rutledge Credit Facility #1.

(w) all of the above properties listed in Schedule III are farms.

(x) The aggregate cost of land and depreciable property for federal income tax purposes was approximately $0.95 billion as of December 31, 2021.

Farmland Partners Inc.
Schedule III – Real Estate and Accumulated Depreciation
Reconciliation of "Real Estate and Accumulated Depreciation"
(in thousands)

	Years ended December 31,	
	2021	**2020**
Real Estate:		
Balance at beginning of year	$ 1,076,420	$ 1,087,767
Additions during period		
Additions through construction of improvements	2,008	5,316
Disposition of property and improvements	(65,679)	(18,069)
Acquisitions through business combinations and/or asset acquisitions	79,944	1,406
Balance at end of year	$ 1,092,693	$ 1,076,420
Accumulated Depreciation:		
Balance at beginning of year	$ 32,602	$ 25,223
Disposition of improvements	(1,977)	(521)
Additions charged to costs and expenses	7,629	7,900
Balance at end of year	$ 38,254	$ 32,602
Real Estate balance per schedule	$ 1,092,693	$ 1,076,420
Construction in progress	10,647	9,283
Other non-real estate	71	71
Balance per consolidated balance sheet	$ 1,103,411	$ 1,085,774
Accumulated depreciation per schedule	$ 38,254	$ 32,602
Other non-real estate	49	52
Balance per consolidated balance sheet	$ 38,303	$ 32,654

Exhibit 4.2

DESCRIPTION OF SECURITIES
OF FARMLAND PARTNERS INC.

General

Farmland Partners Inc. ("we," "our," "us" or the "Company") has one class of securities outstanding, our common stock, $0.01 par value per share ("common stock"), registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We are authorized to issue 600,000,000 shares of stock, consisting of 500,000,000 shares of our common stock and 100,000,000 shares of preferred stock, $0.01 par value per share ("preferred stock"). Our charter authorizes our board of directors, with the approval of a majority of the entire board of directors and without any action on the part of our stockholders, to amend our charter to increase or decrease the aggregate number of authorized shares of stock or the number of authorized shares of stock of any class or series without stockholder approval.

The following is a description of the rights and privileges of our common stock and related provisions of our Articles of Amendment and Restatement (our "charter"), our Amended and Restated Bylaws, as amended (our "bylaws"), and applicable provisions of Maryland law. This description is qualified in its entirety by, and should be read in conjunction with, our charter and bylaws and the applicable provisions of Maryland law.

Power to Reclassify and Issue Stock

Our board of directors may classify any unissued shares of preferred stock, and reclassify any unissued shares of common stock or any previously classified but unissued shares of preferred stock into other classes or series of stock, including one or more classes or series of stock that have priority over our common stock with respect to voting rights or distributions or upon liquidation, and authorize us to issue the newly classified shares. Prior to the issuance of shares of each class or series, our board of directors is required by the Maryland General Corporation Law (the "MGCL") and our charter to set, subject to the provisions of our charter regarding the restrictions on ownership and transfer of our stock, the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption for each such class or series. These actions can be taken without stockholder approval, unless stockholder approval is required by applicable law, the terms of any other class or series of our stock or the rules of any stock exchange or automated quotation system on which our stock may be then listed or quoted.

Power to Increase or Decrease Authorized Stock and Issue Additional Shares of Our Common Stock and Preferred Stock

Our charter authorizes our board of directors, with the approval of a majority of the entire board of directors, to amend our charter to increase or decrease the aggregate number of authorized shares of stock or the number of authorized shares of stock of any class or series without stockholder approval. We believe that the power of our board of directors to increase or decrease the number of authorized shares of stock and to classify or reclassify unissued shares of our common stock or preferred stock and thereafter to cause us to issue such shares of stock provides us with increased flexibility in structuring possible future financings and acquisitions and in meeting other needs which might arise. The additional classes or series, as well as the additional shares of stock, will be available for future issuance without further action by our stockholders, unless such action is required by applicable law, the terms of any other class or series of stock or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded. Our board of directors could authorize us to issue a class or series that could, depending upon the terms of the particular class or series, delay, defer or prevent a transaction or a change in control of our company that might involve a premium price for our stockholders or otherwise be in their best interests.

Restrictions on Ownership and Transfer

In order to qualify as a real estate investment trust ("REIT") under the Internal Revenue Code of 1986, as amended (the "Code"), our shares of stock must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months (other than the first year for which an election to be a REIT has been made) or during a proportionate part of a shorter taxable year. Also, not more than 50% of the value of our outstanding shares of capital stock may be owned, directly or indirectly, by five or fewer individuals (as defined in the Code to include certain entities) during the last half of a taxable year (other than the first year for which an election to be a REIT has been made).

Because our board of directors believes it is at present essential for us to qualify as a REIT, among other purposes, our charter, subject to certain exceptions, contains restrictions on the number of our shares of stock that a person may own. Our charter provides that, among other things and subject to certain exceptions, no person may beneficially or constructively own more than 9.8% in value or in number of shares, whichever is more restrictive, of the outstanding shares of any class or series of our capital stock, or the ownership limit. Our board of directors, in its sole and absolute discretion, may exempt a person, prospectively or retroactively, from this ownership limit if certain conditions are satisfied.

DESCRIPTION OF COMMON STOCK

Dividends, Liquidation and Other Rights

Subject to the preferential rights of holders of any other class or series of stock, and to the provisions of our charter regarding restrictions on ownership and transfer of our stock, holders of our common stock:

- have the right to receive ratably any distributions from funds legally available therefor, when, as and if authorized by our board of directors and declared by us; and

- are entitled to share ratably in the assets of our company legally available for distribution to the holders of our common stock in the event of our liquidation, dissolution or winding up of our affairs.

There are generally no redemption, sinking fund, conversion, preemptive or appraisal rights with respect to our common stock.

Voting Rights of Common Stock

Subject to the provisions of our charter regarding restrictions on ownership and transfer of our stock and except as may otherwise be specified in the terms of any class or series of stock, each outstanding share of our common stock entitles the holder to one vote on all matters submitted to a vote of stockholders, including the election of directors and, except as may be provided with respect to any other class or series of stock, the holders of such shares will possess the exclusive voting power. There is no cumulative voting in the election of our directors, and directors will be elected by a plurality of the votes cast in the election of directors. Consequently, at each annual meeting of stockholders, the holders of a majority of the outstanding shares of our common stock can elect all of the directors then standing for election, and the holders of the remaining shares will not be able to elect any directors.

Listing

Our common stock is listed on the New York Stock Exchange (the "NYSE") under the symbol "FPI."

Transfer Agent and Registrar

The transfer agent and registrar for our shares of common stock is American Stock Transfer & Trust Company, LLC.

Certain Provisions of Maryland Law and Our Charter and Bylaws

See "Certain Provisions of Maryland Law and Our Charter and Bylaws."

CERTAIN PROVISIONS OF MARYLAND LAW AND OUR CHARTER AND BYLAWS

Although the following summary describes certain provisions of Maryland law and the material provisions of our charter and bylaws, it is not a complete description of our charter and bylaws, or of the MGCL. The summary below is qualified in its entirety by reference to the MGCL and or charter and bylaws.

Our Board of Directors

Our charter and bylaws provide that the number of directors of our company may be established, increased or decreased by our board of directors, but may not be less than the minimum number required under the MGCL, which is one, or, unless our bylaws are amended, more than fifteen. We have elected by a provision of our charter to be subject to a provision of Maryland law requiring that, subject to the rights of holders of one or more classes or series of preferred stock, any vacancy may be filled only by a majority of the remaining directors, even if the remaining directors do not constitute a quorum, and any director elected to fill a vacancy will serve for the full term of the directorship in which such vacancy occurred and until his or her successor is duly elected and qualifies.

Each member of our board of directors is elected by our stockholders to serve until the next annual meeting of stockholders and until his or her successor is duly elected and qualifies. Holders of shares of our common stock have no right to cumulative voting in the election of directors, and directors are elected by a plurality of the votes cast in the election of directors. Consequently, at each annual meeting of stockholders, the holders of a majority of the shares of our common stock are able to elect all of our directors.

Removal of Directors

Our charter provides that, subject to the rights of holders of one or more classes or series of preferred stock to elect or remove one or more directors, a director may be removed only for cause (as defined in our charter) and only by the affirmative vote of holders of shares entitled to cast at least two-thirds of the votes entitled to be cast generally in the election of directors. This provision, when coupled with the exclusive power of our board of directors to fill vacant directorships, may preclude stockholders from removing incumbent directors except for cause and by a substantial affirmative vote and filling the vacancies created by such removal with their own nominees.

Business Combinations

Under the MGCL, certain "business combinations" (including a merger, consolidation, share exchange or, in circumstances specified in the statute, an asset transfer or issuance or reclassification of equity securities) between a Maryland corporation and an interested stockholder (i.e., any person (other than the corporation or any subsidiary) who beneficially owns 10% or more of the voting power of the corporation's outstanding voting stock after the date on which the corporation had 100 or more beneficial owners of its stock, or an affiliate or associate of the corporation who, at any time within the two-year period immediately prior to the date in question, was the beneficial owner of 10% or more of the voting power of the then outstanding stock of the corporation after the date on which the corporation had 100 or more beneficial owners of its stock) or an affiliate of an interested stockholder, are prohibited for five years after the most recent date on which the interested stockholder becomes an interested stockholder. Thereafter, any such business combination between the Maryland corporation and an interested stockholder generally must be recommended by the board of directors of such corporation and approved by the affirmative vote of at least (1) 80% of the votes entitled to be cast by holders of outstanding shares of voting stock of the corporation and (2) two-thirds of the votes entitled to be cast by holders of voting stock of the corporation other than shares held by the interested stockholder with whom (or with whose affiliate) the business combination is to be effected or held by an affiliate or associate of the interested stockholder, unless, among other conditions, the corporation's common stockholders receive a minimum price (as defined in the MGCL) for their shares and the consideration is received in cash or in the same form as previously paid by the interested stockholder for its shares. A person is not an interested stockholder under the statute if the board of directors approved in advance the transaction by which the person otherwise would have become an interested stockholder. The board of directors may provide that its approval is subject to compliance, at or after the time of approval, with any terms and conditions determined by it.

The statute permits various exemptions from its provisions, including business combinations that are exempted by the board of directors prior to the time that the interested stockholder became an interested stockholder. As permitted by the MGCL, our board of directors has adopted a resolution exempting any business combination between us and any other person from the provisions of this statute, provided that the business combination is first approved by our board of directors (including a majority of directors who are not affiliates or associates of such persons). However, our board of directors may repeal or modify this resolution at any time in the future, in which case the applicable provisions of this statute will become applicable to business combinations between us and interested stockholders.

Control Share Acquisitions

The MGCL provides that holders of "control shares" of a Maryland corporation acquired in a "control share acquisition" have no voting rights with respect to those shares except to the extent approved by the affirmative vote of at least two-thirds of the votes entitled to be cast by stockholders entitled to vote generally in the election of directors, excluding votes cast by (1) the person who makes or proposes to make a control share acquisition, (2) an officer of the corporation or (3) an employee of the corporation who is also a director of the corporation. "Control shares" are voting shares of stock which, if aggregated with all other such shares of stock previously acquired by the acquirer or in respect of which the acquirer is able to exercise or direct the exercise of voting power (except solely by virtue of a revocable proxy), would entitle the acquirer to exercise voting power in electing directors within one of the following ranges of voting power: (1) one-tenth or more but less than one-third, (2) one-third or more but less than a majority or (3) a majority or more of all voting power. Control shares do not include shares the acquiring person is then entitled to vote as a result of having previously obtained stockholder approval. A "control share acquisition" means the acquisition of issued and outstanding control shares, subject to certain exceptions.

A person who has made or proposes to make a control share acquisition, upon satisfaction of certain conditions (including an undertaking to pay expenses), may compel the board of directors to call a special meeting of stockholders to be held within 50 days of demand to consider the voting rights of the shares. If no request for a meeting is made, the corporation may itself present the question at any stockholders meeting.

If voting rights are not approved at the meeting or if the acquiring person does not deliver an acquiring person statement as required by the statute, then, subject to certain conditions and limitations, the corporation may redeem any or all of the control shares (except those for which voting rights have previously been approved) for fair value determined, without regard to the absence of voting rights for the control shares, as of the date of the last control share acquisition by the acquirer or of any meeting of stockholders at which the voting rights of such shares are considered and not approved. If voting rights for control shares are approved at a stockholders meeting and the acquirer becomes entitled to vote a majority of the shares entitled to vote, all other stockholders may exercise appraisal rights. The fair value of the shares as determined for purposes of such appraisal rights may not be less than the highest price per share paid by the acquirer in the control share acquisition.

The control share acquisition statute does not apply to, among other things, (1) shares acquired in a merger, consolidation or share exchange if the corporation is a party to the transaction or (2) acquisitions approved or exempted by the charter or bylaws of the corporation.

Our bylaws contain a provision exempting from the control share acquisition statute any acquisition by any person of shares of our stock. There can be no assurance that such provision will not be amended or eliminated at any time in the future by our board of directors.

Subtitle 8

Subtitle 8 of Title 3 of the MGCL permits a Maryland corporation with a class of equity securities registered under the Exchange Act and at least three independent directors to elect to be subject, by provision in its charter or bylaws or a resolution of its board of directors, without stockholder approval, and notwithstanding any contrary provision in the charter or bylaws, to any or all of five provisions of the MGCL which provide, respectively, that:

- the corporation's board of directors will be divided into three classes;
- the affirmative vote of two-thirds of the votes cast in the election of directors generally is required to remove a director;
- the number of directors may be fixed only by vote of the directors;
- a vacancy on its board of directors be filled only by the remaining directors and that directors elected to fill a vacancy will serve for the remainder of the full term of the class of directors in which the vacancy occurred; and
- the request of stockholders entitled to cast at least a majority of all the votes entitled to be cast at the meeting is required for stockholders to require the calling of a special meeting of stockholders.

We have elected by a provision in our charter to be subject to the provisions of Subtitle 8 relating to the filling of vacancies on our board of directors. In addition, without our having elected to be subject to Subtitle 8, our charter and bylaws already (1) require the affirmative vote of holders of shares entitled to cast at least two-thirds of all the votes entitled to be cast generally in the election of directors to remove a director from our board of directors, (2) vest in our board of directors the exclusive power to fix the number of directors and (3) require, unless called by our chairman, our president, our chief executive officer or our board of directors, the request of stockholders entitled to cast not less than a majority of all the votes entitled to be cast at the meeting to call a special meeting. Our board of directors is not currently classified. In the future, our board of directors may elect, without stockholder approval, to classify our board of directors or elect to be subject to any of the other provisions of Subtitle 8.

Meetings of Stockholders

Pursuant to our bylaws, an annual meeting of our stockholders for the purpose of the election of directors and the transaction of any business will be held on a date and at the time and place set by our board of directors. Each of

our directors is elected by our stockholders to serve until the next annual meeting and until his or her successor is duly elected and qualifies under Maryland law. In addition, our chairman, our president, our chief executive officer or our board of directors may call a special meeting of our stockholders. Subject to the provisions of our bylaws, a special meeting of our stockholders to act on any matter that may properly be considered by our stockholders will also be called by our secretary upon the written request of stockholders entitled to cast a majority of all the votes entitled to be cast at the meeting on such matter, accompanied by the information required by our bylaws. Our secretary will inform the requesting stockholders of the reasonably estimated cost of preparing and mailing the notice of meeting (including our proxy materials), and the requesting stockholder must pay such estimated cost before our secretary may prepare and mail the notice of the special meeting.

Amendments to Our Charter and Bylaws

Under the MGCL, a Maryland corporation generally cannot amend its charter unless approved by the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast on the matter unless a lesser percentage (but not less than a majority of all of the votes entitled to be cast on the matter) is set forth in the corporation's charter. Except for certain amendments related to the removal of directors and the restrictions on ownership and transfer of our stock and the vote required to amend those provisions (which must be declared advisable by our board of directors and approved by the affirmative vote of stockholders entitled to cast not less than two-thirds of all the votes entitled to be cast on the matter), our charter generally may be amended only if the amendment is declared advisable by our board of directors and approved by the affirmative vote of stockholders entitled to cast a majority of all of the votes entitled to be cast on the matter. Our board of directors, with the approval of a majority of the entire board, and without any action by our stockholders, may also amend our charter to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series we are authorized to issue.

Our board of directors has the exclusive power to adopt, alter or repeal any provision of our bylaws and to make new bylaws.

Extraordinary Transactions

Under the MGCL, a Maryland corporation generally cannot dissolve, merge, sell all or substantially all of its assets, engage in a statutory share exchange or engage in similar transactions outside the ordinary course of business unless approved by the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast on the matter unless a lesser percentage (but not less than a majority of all of the votes entitled to be cast on the matter) is set forth in the corporation's charter. As permitted by the MGCL, our charter provides that any of these actions may be approved by the affirmative vote of stockholders entitled to cast a majority of all of the votes entitled to be cast on the matter. Many of our operating assets are and will be held by our subsidiaries, and these subsidiaries may be able to merge or sell all or substantially all of their assets without the approval of our stockholders.

Appraisal Rights

Our charter provides that our stockholders generally will not be entitled to exercise statutory appraisal rights.

Dissolution

Our dissolution must be declared advisable by a majority of our entire board of directors and approved by the affirmative vote of stockholders entitled to cast a majority of all of the votes entitled to be cast on the matter.

Advance Notice of Director Nominations and New Business

Our bylaws provide that, with respect to an annual meeting of stockholders, nominations of individuals for election to our board of directors and the proposal of other business to be considered by our stockholders at an annual meeting of stockholders may be made only (1) pursuant to our notice of the meeting, (2) by or at the direction of our board of directors or (3) by a stockholder who was a stockholder of record both at the time of giving of notice and at the time of the meeting, who is entitled to vote at the meeting on the election of the individual so

nominated or such other business and who has complied with the advance notice procedures set forth in our bylaws, including a requirement to provide certain information about the stockholder and its affiliates and the nominee or business proposal, as applicable.

With respect to special meetings of stockholders, only the business specified in our notice of meeting may be brought before the meeting. Nominations of individuals for election to our board of directors may be made at a special meeting of stockholders at which directors are to be elected only (1) by or at the direction of our board of directors or (2) provided that the special meeting has been properly called in accordance with our bylaws for the purpose of electing directors, by a stockholder who is a stockholder of record both at the time of giving of notice and at the time of the meeting, who is entitled to vote at the meeting on the election of each individual so nominated and who has complied with the advance notice provisions set forth in our bylaws, including a requirement to provide certain information about the stockholder and its affiliates and the nominee.

Anti-Takeover Effect of Certain Provisions of Maryland Law and Our Charter and Bylaws

Our charter and bylaws and Maryland law contain provisions that may delay, defer or prevent a change in control or other transaction that might involve a premium price for our common stock or otherwise be in the best interests of our stockholders, including:

- supermajority vote and cause requirements for removal of directors;
- requirement that stockholders holding at least a majority of our outstanding common stock must act together to make a written request before our stockholders can require us to call a special meeting of stockholders;
- provisions that vacancies on our board of directors may be filled only by the remaining directors for the full term of the directorship in which the vacancy occurred;
- the power of our board of directors, without stockholder approval, to increase or decrease the aggregate number of authorized shares of stock or the number of shares of any class or series of stock;
- the power of our board of directors to cause us to issue additional shares of stock of any class or series and to fix the terms of one or more classes or series of stock without stockholder approval;
- the restrictions on ownership and transfer of our stock; and
- advance notice requirements for director nominations and stockholder proposals.

Likewise, if the resolution opting out of the business combination provisions of the MGCL was repealed, or the business combination is not approved by our board of directors, or the provision in the bylaws opting out of the control share acquisition provisions of the MGCL were rescinded, these provisions of the MGCL could have similar anti-takeover effects.

Ownership Limit

Subject to certain exceptions, our charter contains certain ownership limits with respect to our stock. Our charter, among other restrictions, prohibits the beneficial or constructive ownership by any person of more than 9.8% in value or in number of shares, whichever is more restrictive, of the outstanding shares of any class or series of our capital stock, excluding any shares that are not treated as outstanding for federal income tax purposes. Our board of directors, in its sole and absolute discretion, may exempt a person, prospectively or retroactively, from this ownership limit if certain conditions are satisfied. For a fuller description of these restrictions and the constructive ownership rules, see "—Restrictions on Ownership and Transfer."

Limitation of Liability and Indemnification of Directors and Officers

Maryland law permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages, except for liability resulting from (1) actual receipt of an improper benefit or profit in money, property or services or (2) active and deliberate

dishonesty that is established by a final judgment and is material to the cause of action. Our charter contains a provision that eliminates such liability to the maximum extent permitted by Maryland law.

Our charter and bylaws provide for indemnification of our officers and directors against liabilities to the maximum extent permitted by the MGCL, as amended from time to time.

The MGCL requires a corporation (unless its charter provides otherwise, which our charter does not) to indemnify a director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he or she is made, or threatened to be made, a party by reason of his or her service in that capacity. The MGCL permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made, or threatened to be made, a party by reason of their service in those or other capacities unless it is established that:

- the act or omission of the director or officer was material to the matter giving rise to the proceeding and (1) was committed in bad faith or (2) was the result of active and deliberate dishonesty;
- the director or officer actually received an improper personal benefit in money, property or services; or
- in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful.

However, under the MGCL, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation or for a judgment of liability on the basis that personal benefit was improperly received, unless in either case a court orders indemnification if it determines that the director or officer is fairly and reasonably entitled to indemnification, and then only for expenses. In addition, the MGCL permits a Maryland corporation to advance reasonable expenses to a director or officer upon its receipt of:

- a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation; and
- a written undertaking by the director or officer or on the director's or officer's behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the director or officer did not meet the standard of conduct.

Our charter authorizes us, and our bylaws obligate us, to the maximum extent permitted by Maryland law in effect from time to time, to indemnify and, without requiring a preliminary determination of the ultimate entitlement to indemnification, pay or reimburse reasonable expenses in advance of final disposition of such a proceeding to:

- any present or former director or officer of our company who is made, or threatened to be made, a party to the proceeding by reason of his or her service in that capacity; or
- any individual who, while a director or officer of our company and at our request, serves or has served as a director, officer, partner, trustee, member or manager of another corporation, real estate investment trust, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise and who is made, or threatened to be made, a party to the proceeding by reason of his or her service in that capacity.

Our charter and bylaws also permit us to indemnify and advance expenses to any individual who served our predecessor in any of the capacities described above and to any employee or agent of our company or our predecessor.

We have entered into indemnification agreements with each of our directors and executive officers that provide for indemnification to the maximum extent permitted by Maryland law.

REIT Qualification

Our charter provides that our board of directors may revoke or otherwise terminate our REIT election, without approval of our stockholders, if it determines that it is no longer in our best interests to continue to qualify as a REIT.

EXHIBIT 10.5

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (this **"Agreement"**) is entered into as of , 20 , by and among FARMLAND PARTNERS INC., a Maryland corporation (the **"Company"** or the **"Indemnitor"**) and [ ] (the **"Indemnitee"**). See Schedule A for a list of officers and directors who have entered into this Indemnification Agreement with the Company.

WHEREAS, the Indemnitee is an officer [or][and] a member of the Board of Directors of the Company and in such [capacity][capacities] is performing a valuable service for the Company;

WHEREAS, Maryland law permits the Company to enter into contracts with its officers or members of its Board of Directors with respect to indemnification of, and advancement of expenses to, such persons;

WHEREAS, the Articles of Amendment and Restatement of the Company (the **"Charter"**) provide that the Company shall indemnify and advance expenses to its directors and officers to the maximum extent permitted by Maryland law in effect from time to time;

WHEREAS, the Bylaws of the Company (the **"Bylaws"**) provide that each director and officer of the Company shall be indemnified by the Company to the maximum extent permitted by Maryland law in effect from time to time and shall be entitled to advancement of expenses consistent with Maryland law; and

WHEREAS, to induce the Indemnitee to provide services to the Company as an officer [or][and] a member of the Board of Directors, and to provide the Indemnitee with specific contractual assurance that indemnification will be available to the Indemnitee regardless of, among other things, any amendment to or revocation of the Charter or the Bylaws, or any acquisition transaction relating to the Company, the Indemnitor desires to provide the Indemnitee with protection against personal liability as set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Indemnitor and the Indemnitee hereby agree as follows:

1. **DEFINITIONS.**

For purposes of this Agreement:

(a) **"Change in Control"** shall have the meaning ascribed to it by the Company's 2014 Equity Incentive Plan or any equity incentive or stock compensation plan adopted by the Board of Directors and approved by the stockholders of the Company that may later replace the Company's 2014 Equity Incentive Plan.

(b) **"Corporate Status"** describes the status of a person who is or was a director or officer of the Company or is or was serving at the request of the Company as a director, officer, partner (limited or general), member, director, employee or agent of any other foreign or domestic corporation, partnership, joint venture, limited liability company, trust, other enterprise (whether conducted for profit or not for profit) or employee benefit plan. The Company shall be deemed to have requested the Indemnitee to serve an employee benefit plan where the performance of the Indemnitee's duties to the Company also imposes or imposed duties on, or otherwise involves or involved services by, the Indemnitee to the plan or participants or beneficiaries of the plan.

(c) **"Expenses"** shall include all attorneys' and paralegals' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness in a Proceeding.

(d) **“Proceeding”** includes any action, suit, arbitration, alternate dispute resolution mechanism, investigation (including any internal investigation), administrative hearing, or any other proceeding, including appeals therefrom, whether civil, criminal, administrative, or investigative, except one initiated by the Indemnitee pursuant to paragraph 8 of this Agreement to enforce such Indemnitee’s rights under this Agreement.

(e) **“Special Legal Counsel”** means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, or in the past two years has been, retained to represent (i) the Indemnitor or the Indemnitee in any matter material to either such party, or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder.

2. **INDEMNIFICATION.**

The Indemnitee shall be entitled to the rights of indemnification provided in this paragraph 2 and under applicable law, the Charter, the Bylaws, any other agreement, a vote of stockholders or resolution of the Board of Directors or otherwise if, by reason of such Indemnitee’s Corporate Status, such Indemnitee is, or is threatened to be made, a party to any threatened, pending, or completed Proceeding, including a Proceeding by or in the right of the Company. Unless prohibited by paragraph 13 hereof and subject to the other provisions of this Agreement, the Indemnitee shall be indemnified hereunder, to the maximum extent permitted by Maryland law in effect from time to time, against judgments, penalties, fines, liabilities, and settlements and reasonable Expenses actually incurred by or on behalf of such Indemnitee in connection with such Proceeding or any claim, issue or matter therein; provided, however, that if such Proceeding was initiated by or in the right of the Company, indemnification may not be made in respect of such Proceeding if the Indemnitee shall have been finally adjudged to be liable to the Company. For purposes of this paragraph 2, excise taxes assessed on the Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines.

3. **EXPENSES OF A SUCCESSFUL PARTY.**

Without limiting the effect of any other provision of this Agreement, including the rights provided for in paragraphs 2 and 4 hereof, and without regard to the provisions of paragraph 6 hereof, to the extent that the Indemnitee is, by reason of such Indemnitee’s Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding pursuant to a final non-appealable order, such Indemnitee shall be indemnified against all reasonable Expenses actually incurred by or on behalf of such Indemnitee in connection therewith. If the Indemnitee is not wholly successful in such Proceeding pursuant to a final non-appealable order but is successful, on the merits or otherwise, as to one or more but less than all claims, issues, or matters in such Proceeding pursuant to a final non-appealable order, the Indemnitor shall indemnify the Indemnitee against all reasonable Expenses actually incurred by or on behalf of such Indemnitee in connection with each successfully resolved claim, issue or matter. For purposes of this paragraph and without limitation, the termination of any claim, issue or matter in such Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

4. **ADVANCEMENT OF EXPENSES.**

Notwithstanding anything in this Agreement to the contrary, but subject to paragraph 13 hereof, if the Indemnitee is or was or becomes a party to or is otherwise involved in any Proceeding (including as a witness), or is or was threatened to be made a party to or a participant (including as a witness) in any such Proceeding, by reason of the Indemnitee’s Corporate Status, or by reason of (or arising in part out of) any actual or alleged event or occurrence related to the Indemnitee’s Corporate Status, or by reason of any actual or alleged act or omission on the part of the Indemnitee taken or omitted in or relating to the Indemnitee’s Corporate Status, then the Indemnitor shall advance all reasonable Expenses incurred by the Indemnitee in connection with any such Proceeding within twenty (20) days after the receipt by the Indemnitor of a statement from the Indemnitee requesting such advance from time to time, whether prior to or after final disposition of such Proceeding; provided that, such statement shall reasonably evidence the Expenses incurred or to be incurred by the Indemnitee and shall include or be preceded or accompanied by (i) a written affirmation by the Indemnitee of the Indemnitee’s good faith belief that the standard of conduct necessary for indemnification by the Indemnitor as authorized by this Agreement has been met and (ii) a written undertaking by or on behalf of the Indemnitee to repay the amounts advanced if it should ultimately be determined

that the standard of conduct has not been met. The undertaking required by clause (ii) of the immediately preceding sentence shall be an unlimited general obligation of the Indemnitee but need not be secured and may be accepted without reference to financial ability to make the repayment.

5. **WITNESS EXPENSES.**

Notwithstanding any other provision of this Agreement, to the extent that the Indemnitee is, by reason of such Indemnitee's Corporate Status, a witness for any reason in any Proceeding to which such Indemnitee is not a named defendant or respondent, such Indemnitee shall be indemnified by the Indemnitor against all Expenses actually incurred by or on behalf of such Indemnitee in connection therewith.

6. **DETERMINATION OF ENTITLEMENT TO AND AUTHORIZATION OF INDEMNIFICATION.**

(a) To obtain indemnification under this Agreement, the Indemnitee shall submit to the Indemnitor a written request, including therewith such documentation and information reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification.

(b) Indemnification under this Agreement may not be made unless authorized for a specific Proceeding after a determination has been made in accordance with this paragraph 6(b) that indemnification of the Indemnitee is permissible in the circumstances because the Indemnitee has met the following standard of conduct: the Indemnitor shall indemnify the Indemnitee in accordance with the provisions of paragraph 2 hereof, unless it is established that: (a) the act or omission of the Indemnitee was material to the matter giving rise to the Proceeding and (x) was committed in bad faith or (y) was the result of active and deliberate dishonesty; (b) the Indemnitee actually received an improper personal benefit in money, property or services; or (c) in the case of any criminal proceeding, the Indemnitee had reasonable cause to believe that the act or omission was unlawful. Upon receipt by the Indemnitor of the Indemnitee's written request for indemnification pursuant to subparagraph 6(a), a determination as to whether the applicable standard of conduct has been met shall be made within the period specified in paragraph 6(e): (i) if a Change in Control shall have occurred, by Special Legal Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee, with Special Legal Counsel selected by the Indemnitee (the Indemnitee shall give prompt written notice to the Indemnitor advising the Indemnitor of the identity of the Special Legal Counsel so selected); or (ii) if a Change in Control shall not have occurred, (A) by the Board of Directors by a majority vote of a quorum consisting of directors not, at the time, parties to the Proceeding, or, if such quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors consisting solely of two or more directors not, at the time, parties to such Proceeding and who were duly designated to act in the matter by a majority vote of the full Board of Directors in which the designated directors who are parties may participate, (B) if the requisite quorum of the full Board of Directors cannot be obtained therefor and the committee cannot be established (or, even if such quorum is obtainable or such committee can be established, if such quorum or committee so directs), by Special Legal Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee, with Special Legal Counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in clause (ii)(A) of this paragraph 6(b) (or, if the requisite quorum of the full Board of Directors cannot be obtained therefor and the committee cannot be established, by a majority of the full Board of Directors in which directors who are parties to the Proceeding may participate) (if the Indemnitor selects Special Legal Counsel to make the determination under this clause (ii), the Indemnitor shall give prompt written notice to the Indemnitee advising him or her of the identity of the Special Legal Counsel so selected) or (C) if so directed by a majority of the members of the Board of Directors, by the stockholders of the Company. If it is so determined that the Indemnitee is entitled to indemnification, payment to the Indemnitee shall be made within ten (10) days after such determination. Authorization of indemnification and determination as to reasonableness of Expenses shall be made in the same manner as the determination that indemnification is permissible. However, if the determination that indemnification is permissible is made by Special Legal Counsel under clause (ii)(B) above, authorization of indemnification and

determination as to reasonableness of Expenses shall be made in the manner specified under clause (ii)(B) above for the selection of such Special Legal Counsel.

(c) The Indemnitee shall cooperate with the person or entity making such determination with respect to the Indemnitee's entitlement to indemnification, including providing upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to the Indemnitee and reasonably necessary to such determination. Any reasonable costs or expenses (including reasonable attorneys' fees and disbursements) incurred by the Indemnitee in so cooperating shall be borne by the Indemnitor (irrespective of the determination as to the Indemnitee's entitlement to indemnification) and the Indemnitor hereby indemnifies and agrees to hold the Indemnitee harmless therefrom.

(d) In the event the determination of entitlement to indemnification is to be made by Special Legal Counsel pursuant to paragraph 6(b) hereof, the Indemnitee, or the Indemnitor, as the case may be, may, within seven days after such written notice of selection shall have been given, deliver to the Indemnitor or to the Indemnitee, as the case may be, a written objection to such selection. Such objection may be asserted only on the grounds that the Special Legal Counsel so selected does not meet the requirements of "Special Legal Counsel" as defined in paragraph 1 of this Agreement. If such written objection is made, the Special Legal Counsel so selected may not serve as Special Legal Counsel until a court has determined that such objection is without merit. If, within twenty (20) days after submission by the Indemnitee of a written request for indemnification pursuant to paragraph 6(a) hereof, no Special Legal Counsel shall have been selected or, if selected, shall have been objected to, either the Indemnitor or the Indemnitee may petition a court for resolution of any objection which shall have been made by the Indemnitor or the Indemnitee to the other's selection of Special Legal Counsel and/or for the appointment as Special Legal Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom an objection is so resolved or the person so appointed shall act as Special Legal Counsel under paragraph 6(b) hereof. The Indemnitor shall pay all reasonable fees and expenses of Special Legal Counsel incurred in connection with acting pursuant to paragraph 6(b) hereof, and all reasonable fees and expenses incident to the selection of such Special Legal Counsel pursuant to this paragraph 6(d). In the event that a determination of entitlement to indemnification is to be made by Special Legal Counsel and such determination shall not have been made and delivered in a written opinion within ninety (90) days after the receipt by the Indemnitor of the Indemnitee's request in accordance with paragraph 6(a), upon the due commencement of any judicial proceeding in accordance with paragraph 8(a) of this Agreement, Special Legal Counsel shall be discharged and relieved of any further responsibility in such capacity.

(e) If the person or entity making the determination whether the Indemnitee is entitled to indemnification shall not have made a determination within forty-five (45) days after receipt by the Indemnitor of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and the Indemnitee shall be entitled to such indemnification, absent: (i) a misstatement by the Indemnitee of a material fact, or an omission of a material fact necessary to make the Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law. Such 45-day period may be extended for a reasonable time, not to exceed an additional fifteen (15) days, if the person or entity making said determination in good faith requires additional time for the obtaining or evaluating of documentation and/or information relating thereto. The foregoing provisions of this paragraph 6(e) shall not apply: (i) if the determination of entitlement to indemnification is to be made by the stockholders and if within fifteen (15) days after receipt by the Indemnitor of the request for such determination the Board of Directors resolves to submit such determination to the stockholders for consideration at an annual or special meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made at such meeting, or (ii) if the determination of entitlement to indemnification is to be made by Special Legal Counsel pursuant to paragraph 6(b) of this Agreement.

7. **PRESUMPTIONS.**

(a) In making a determination with respect to entitlement or authorization of indemnification hereunder, the person or entity making such determination shall presume that the Indemnitee is entitled to indemnification under this Agreement and the Indemnitor shall have the burden of proof to overcome such presumption.

(b) The termination of any Proceeding by conviction, or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the Indemnitee did not meet the requisite standard of conduct described herein for indemnification.

8. **REMEDIES.**

(a) In the event that: (i) a determination is made in accordance with the provisions of paragraph 6 that the Indemnitee is not entitled to indemnification under this Agreement, or (ii) advancement of reasonable Expenses is not timely made pursuant to this Agreement, or (iii) payment of indemnification due the Indemnitee under this Agreement is not timely made, the Indemnitee shall be entitled to an adjudication in an appropriate court of competent jurisdiction of such Indemnitee's entitlement to such indemnification or advancement of Expenses.

(b) In the event that a determination shall have been made pursuant to paragraph 6 of this Agreement that the Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this paragraph 8 shall be conducted in all respects as a de novo trial on the merits. The fact that a determination had been made earlier pursuant to paragraph 6 of this Agreement that the Indemnitee was not entitled to indemnification shall not be taken into account in any judicial proceeding commenced pursuant to this paragraph 8 and the Indemnitee shall not be prejudiced in any way by reason of that adverse determination. In any judicial proceeding commenced pursuant to this paragraph 8, the Indemnitor shall have the burden of proving that the Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made or deemed to have been made pursuant to this Agreement that the Indemnitee is entitled to indemnification, the Indemnitor shall be bound by such determination in any judicial proceeding commenced pursuant to this paragraph 8, absent: (i) a misstatement by the Indemnitee of a material fact, or an omission of a material fact necessary to make the Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Indemnitor shall be precluded from asserting in any judicial proceeding commenced pursuant to this paragraph 8 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Indemnitor is bound by all the provisions of this Agreement.

(e) In the event that the Indemnitee, pursuant to this paragraph 8, seeks a judicial adjudication of such Indemnitee's rights under, or to recover damages for breach of, this Agreement, if successful on the merits or otherwise as to all or less than all claims, issues or matters in such judicial adjudication, the Indemnitee shall be entitled to recover from the Indemnitor, and shall be indemnified by the Indemnitor against, any and all reasonable Expenses actually incurred by such Indemnitee in connection with each successfully resolved claim, issue or matter.

9. **NOTIFICATION AND DEFENSE OF CLAIMS.**

The Indemnitee agrees promptly to notify the Indemnitor in writing upon being served with any summons, citation, subpoena, complaint, indictment, information, or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder, but the failure so to notify the Indemnitor will not relieve the Indemnitor from any liability that the Indemnitor may have to Indemnitee under

this Agreement unless the Indemnitor is materially prejudiced thereby. With respect to any such Proceeding as to which Indemnitee notifies the Indemnitor of the commencement thereof:

(a) The Indemnitor will be entitled to participate therein at its own expense.

(b) Except as otherwise provided below, the Indemnitor will be entitled to assume the defense thereof, with counsel reasonably satisfactory to Indemnitee. After notice from the Indemnitor to Indemnitee of the Indemnitor's election so to assume the defense thereof, the Indemnitor will not be liable to Indemnitee under this Agreement for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ Indemnitee's own counsel in such Proceeding, but the fees and disbursements of such counsel incurred after notice from the Indemnitor of the Indemnitor's assumption of the defense thereof shall be at the expense of Indemnitee unless (a) the employment of counsel by Indemnitee has been authorized by the Indemnitor, (b) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Indemnitor and the Indemnitee in the conduct of the defense of such action, (c) such Proceeding seeks penalties or other relief against the Indemnitee with respect to which the Indemnitor could not provide monetary indemnification to the Indemnitee (such as injunctive relief or incarceration) or (d) the Indemnitor shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and disbursements of counsel shall be at the expense of the Indemnitor. The Indemnitor shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Indemnitor, or as to which Indemnitee shall have reached the conclusion specified in clause (b) above, or which involves penalties or other relief against Indemnitee of the type referred to in clause (c) above.

(c) The Indemnitor shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any action or claim effected without the Indemnitor's written consent. The Indemnitor shall not settle any action or claim in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Indemnitor nor Indemnitee will unreasonably withhold or delay consent to any proposed settlement.

10. **NON-EXCLUSIVITY; SURVIVAL OF RIGHTS; INSURANCE SUBROGATION.**

(a) The rights of indemnification and to receive advancement of reasonable Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which the Indemnitee may at any time be entitled under applicable law, the Charter, the Bylaws, any other agreement, a vote of stockholders, a resolution of the Board of Directors or otherwise, except that any payments otherwise required to be made by the Indemnitor hereunder shall be offset by any and all amounts received by the Indemnitee from any other indemnitor or under one or more liability insurance policies maintained by an indemnitor or otherwise and shall not be duplicative of any other payments received by an Indemnitee from the Indemnitor in respect of the matter giving rise to the indemnity hereunder. No amendment, alteration or repeal of this Agreement or any provision hereof shall be effective as to the Indemnitee with respect to any action taken or omitted by the Indemnitee prior to such amendment, alteration or repeal.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors and officers of the Company, the Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available and upon any Change in Control the Company shall use commercially reasonable efforts to obtain or arrange for continuation and/or "tail" coverage for the Indemnitee to the maximum extent obtainable at such time.

(c) In the event of any payment under this Agreement, the Indemnitor shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and take all actions necessary to secure such rights, including execution of such documents as are necessary to enable the Indemnitor to bring suit to enforce such rights.

(d) The Indemnitor shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that the Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement, or otherwise.

11. **CONTINUATION OF INDEMNITY.**

(a) All agreements and obligations of the Indemnitor contained herein shall continue during the period the Indemnitee is an officer or a member of the Board of Directors of the Company and shall continue thereafter so long as the Indemnitee shall be subject to any threatened, pending or completed Proceeding by reason of such Indemnitee's Corporate Status and during the period of statute of limitations for any act or omission occurring during the Indemnitee's term of Corporate Status. This Agreement shall be binding upon the Indemnitor and its respective successors and assigns and shall inure to the benefit of the Indemnitee and such Indemnitee's heirs, executors and administrators.

(b) The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance reasonably satisfactory to the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

12. **SEVERABILITY.**

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

13. **EXCEPTIONS TO RIGHT OF INDEMNIFICATION OR ADVANCEMENT OF EXPENSES.**

Notwithstanding any other provisions of this Agreement, the Indemnitee shall not be entitled to indemnification or advancement of reasonable Expenses under this Agreement with respect to (i) any Proceeding initiated by such Indemnitee against the Indemnitor other than a proceeding commenced pursuant to paragraph 8 hereof, or (ii) any Proceeding for an accounting of profits arising from the purchase and sale by Indemnitee of securities of the Company in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended, rules and regulations promulgated thereunder, or any similar provisions of any federal, state or local statute.

14. **NOTICE TO THE COMPANY STOCKHOLDERS.**

Any indemnification of, or advancement of reasonable Expenses, to an Indemnitee in accordance with this Agreement, if arising out of a Proceeding by or in the right of the Company, shall be reported in writing to the stockholders of the Company with the notice of the next Company stockholders' meeting or prior to the meeting.

15. **HEADINGS.**

The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

16. **MODIFICATION AND WAIVER.**

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

17. **NOTICES.**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, if so delivered or mailed, as the case may be, to the following addresses:

If to the Indemnitee, to the address set forth in the records of the Company.
If to the Indemnitor, to:
Farmland Partners Inc.
4600 S. Syracuse Street, Suite 1450
Denver, Colorado 80237
Attention: Chief Executive Officer

with a copy (which shall not constitute notice) to:
Morrison & Foerster LLP
2100 L Street, NW
Suite 900
Washington, DC 20037
Attention: Justin R. Salon, Esq.
Fax: 202-887-0763
Email: JSalon@mofo.com

or to such other address as may have been furnished to the Indemnitee by the Indemnitor or to the Indemnitor by the Indemnitee, as the case may be.

18. **GOVERNING LAW.**

The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, without application of the conflict of laws principles thereof.

19. **NO ASSIGNMENTS.**

The Indemnitee may not assign its rights or delegate obligations under this Agreement without the prior written consent of the Indemnitor. Any assignment or delegation in violation of this paragraph 19 shall be null and void.

20. **NO THIRD-PARTY RIGHTS.**

Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns.

21. **COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute an agreement binding on all of the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FARMLAND PARTNERS INC.

By: ______________________________
Name:
Title:

INDEMNITEE:

By: ______________________________
Name:
Title:

Signature Page to Indemnification Agreement

Schedule A

Indemnitee	Date
Paul A. Pittman	April 16, 2014
Luca Fabbri	April 16, 2014
Jay Bartels	April 16, 2014
Chris A. Downey	April 16, 2014
Dean Jernigan	April 16, 2014
Darell D. Sarff	April 16, 2014
Robert S. Solomon	April 16, 2014
Joseph W. Glauber	February 25, 2015
Michael N. Christodolou	November 20, 2015
John C. Conrad	March 27, 2016
Robert L. Cowan	February 2, 2017
D. Dixon Boardman	February 2, 2017
Thomas S.T. Gimbel	February 2, 2017
John A. Good	January 21, 2018
Erica Borenstein	November 14, 2018
Thomas P. Heneghan	December 7, 2020
Toby L. O’Rourke	February 11, 2021
James Gilligan	October 9, 2021
Murray R. Wise	November 15, 2021
Danny D. Moore	November 30, 2021

Exhibit 10.8

FIRST AMENDMENT TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This First Amendment to the Amended and Restated Employment Agreement (the **"Amendment")** dated effective as of October 9, 2021 (the **"Execution Date"),** is made and entered into by and between Farmland Partners Inc., a Maryland corporation (the "Farmland"), and Farmland Partners Operating Partnership, LP, a Delaware limited partnership (the "Operating Partnership" and, together with Farmland, the "Company"), each with its principal place of business at 4600 S. Syracuse Street, Suite 1450, Denver, CO 80237, and Luca Fabbri residing at the address on file with the Company (the "Employee").

WHEREAS, Employee and the Company are parties to a Restated and Amended Employment Agreement dated as of December 13, 2018 (the "Agreement");

WHEREAS, the Company and Employee now wish to amend Employee's title in the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Extension of Closing and Possession.** Section 1(a) of the Agreement is amended by replacing "Chief Financial Officer" with "President."

2. **Reaffirmation.** Except as expressly provided herein, the Parties hereby reaffirm each and every of the terms and conditions of the Agreement, all of which shall remain in full force and effect.

3. **Counterparts.** This Agreement may be executed and acknowledged in one or more Counterparts, and the individual signatures pages and associated acknowledgments may be attached to a single copy of this Agreement to create a single original document.

SIGNATURES APPEAR ON THE FOLLOWING PAGETHIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have executed this Agreement to beeffective as of the date first above written.

Farmland Partners Inc.

By: /s/ Paul A. Pittman___________

Name: Paul A. Pittman

Title: Chief Executive Officer

Farmland Partners Operating Partnership, LP

By: Farmland Partners OP GP, LLC, its general partner

By: Farmland Partners Inc., its sole member

By: /s/ Paul A. Pittman___________

Name: Paul A. Pittman

Title: Chief Executive Officer

EMPLOYEE

/s/ Luca Fabbri _________________
Luca Fabbri

Exhibit 10.26

AMENDED, RESTATED AND CONSOLIDATED LOAN AGREEMENT

This Amended, Restated and Consolidated Loan Agreement (this "Agreement") is entered into as of this ____ day of February, 2022, by and among AMERICAN FARMLAND COMPANY L.P., a Delaware limited partnership, ("Borrower"), whose address is 4600 S. Syracuse Street, Suite 1450, Denver, Colorado 80237, FARMLAND PARTNERS, INC., a Maryland corporation, FARMLAND PARTNERS OPERATING PARTNERSHIP, L.P., a Delaware limited partnership ("Guarantors"), whose addresses are 4600 S. Syracuse Street, Suite 1450, Denver, Colorado 80237, and RUTLEDGE INVESTMENT COMPANY, a Tennessee corporation, ("Lender"), whose address, for purposes of this Agreement, is 5160 Sanderlin Avenue, Suite One, Memphis, Tennessee 38117.

RECITALS

WHEREAS, Borrower and Lender executed that certain Loan Agreement, dated December 6, 2013 (the "First Loan Agreement"), pursuant to which Lender made a revolving credit loan to Borrower in the principal amount not to exceed $25,000,000 (the "First Loan");

WHEREAS, Borrower and Lender executed that certain Loan Agreement, dated January 14, 2015 (the "Second Loan Agreement"), pursuant to which Lender made a revolving credit loan to Borrower in the principal amount not to exceed $25,000,000 (the "Second Loan");

WHEREAS, Borrower and Lender executed that certain Loan Agreement, dated August 18, 2015 (the "Third Loan Agreement"), pursuant to which Lender made a revolving credit loan to Borrower in the principal amount not to exceed $25,000,000 (the "Third Loan");

WHEREAS, Borrower and Lender executed that certain Loan Agreement, dated December 22, 2015 (the "Fourth Loan Agreement"), pursuant to which Lender made a revolving credit loan to Borrower in the principal amount not to exceed $15,000,000 (the "Fourth Loan");

WHEREAS, Borrower and Lender executed that certain Fifth Loan Agreement, dated February 3, 2017 (the "Fifth Loan Agreement" and together with the First Loan Agreement, Second Loan Agreement, Third Loan Agreement and Fourth Loan Agreement, the "Loan Agreements"), pursuant to which Lender made a revolving credit loan to Borrower in the principal amount not to exceed $30,000,000 (the "Fifth Loan, and together with the First Loan, Second Loan, Third Loan and Fourth Loan, the "Loans" and collectively called the "Loan");

WHEREAS, Borrower and Lender previously amended the terms and conditions of the First Loan Agreement, Second Loan Agreement, Third Loan Agreement and Fourth Loan Agreement pursuant to that certain Amendment to Loan Agreements dated December 22, 2015;

WHEREAS, Borrower and Lender have amended the terms and conditions of the First Loan Agreement, Second Loan Agreement, Third Loan Agreement and Fourth Loan Agreement pursuant to that certain Second Amendment to Loan Agreements dated February 3, 2017;

WHEREAS, Borrower and Lender have amended the terms and conditions of the First Loan Agreement, Second Loan Agreement, Third Loan Agreement, Fourth Loan Agreement and Fifth Loan Agreement pursuant to that certain Third Amendment to Loan Agreements dated January 29, 2021;

WHEREAS, Borrower and Lender have agreed to consolidate the Loans into a single indebtedness, modify the terms and extend the maturities thereof; and

WHEREAS, this Agreement amends and restates in its entirety the Loan Agreements.

In connection with the funding and administration of the Loan, the parties hereto agree as follows:

DEFINITIONS

The following terms as used in this Agreement and/or in the other Loan Documents shall have the following meanings:

1.1 Advance(s). A disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf under the terms and conditions of this Agreement.

1.2 Appraisals. Uniform agricultural appraisal reports acceptable to Lender in its reasonable but sole discretion.

1.3 Appraised Value. The combined total value of the Properties as established by the Appraisals.

1.4 Assignments of Leases. The Assignment of Leases, Contracts, Rents and Agreements previously executed by the Owners of the Properties in favor of Lender to secure the Obligations.

1.5 Assignment of Leases Modifications. The Assignment of Leases Modification and Extension Agreements of even date herewith, executed by Owners in favor of Lender on the Properties.

1.6 Business Day. Any day that is not a Saturday, Sunday or banking holiday in the State.

1.7 Commitment. An amount equal to $112,000,000, as such amount steps down pursuant to Section 3.6.

1.8 Consolidation Agreement. The Consolidation of Notes, Modification and Extension Agreement of even date herewith, executed by and between Borrower and Lender pursuant to which the Loans have been consolidated into a single indebtedness of Borrower to Lender and the terms of which have been modified and the maturity extended.

1.9 Costs. All fees, charges, costs and expenses of any nature whatsoever incurred at any time and from time to time (whether before or after a Default) by Lender in making, funding, administering or modifying the Loan, in negotiating or entering into any "workout" of the Loan, or in exercising or enforcing any rights, powers and remedies provided in the Loan Documents,

including reasonable attorneys' fees, court costs, receiver's fees, management fees and costs incurred in the repair, maintenance and operation of, or taking possession of, or selling, the Properties.

1.10 Deed of Trust Modifications. The Deed of Trust Modification and Extension Agreements of even date herewith from the applicable Owners to Lender encumbering the Properties secured by the prior Revolving Credit Deeds of Trust, Assignments of Rents, Security Agreements and Fixture Filings (the "Deeds of Trust") and securing repayment of the Obligations.

1.11 Default Rate. A rate equal to the highest rate of interest allowed by applicable Law.

1.12 Environmental Due Diligence. Environmental due diligence for the Properties acceptable to Lender, which may include, at Lender's discretion, phase I or II environmental site assessments.

1.13 Event of Default. The occurrence of any of the events described in Section 7 of this Agreement.

1.14 GAAP. Generally accepted accounting principles.

1.15 Governmental Authority. Any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity.

1.16 Guaranties. Those certain Amended and Restated Guaranty Agreements dated of even date herewith executed by Guarantors in favor of Lender in which Guarantors, jointly and severally, guarantee to Lender the repayment in full of the Loan.

1.17 Indemnity Agreements. The Environmental Indemnity Agreements previously executed by Borrower and the Owners in favor of Lender.

1.18 Law(s). All federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Authority having jurisdiction over Borrower, Guarantors and the Properties, as may be in effect from time to time.

1.19 Leases. All leases and other similar agreements, whether now existing or hereafter entered into, for the Properties, including all lease guaranties related thereto, as the same may be amended or modified from time to time.

1.20 Loan. The revolving credit loan in the principal amount not to exceed the amount of the Commitment, as evidenced by the Consolidation Agreement; provided the amounts advanced from time to time shall not exceed fifty percent (50%) of the Appraised Value of the Properties, as determined by Lender based upon the most recent Appraisals; and subject to the Step Down. The Loan shall bear interest at an adjustable rate as set forth in the Consolidation Agreement with interest only payable quarterly and on the Maturity Date.

1.21 Loan Documents. The Notes, the Consolidation Agreement, the Deeds of Trust, the Deed of Trust Modifications, the Mortgages, the Mortgage Modifications, the Assignment of

Leases, the Assignment of Leases Modifications, the Indemnity Agreements, this Agreement, the Guaranties and any other documents or instruments evidencing or securing the Loan.

1.22 Loan Proceeds. Funds disbursed or to be disbursed under the Consolidation Agreement pursuant to this Agreement.

1.23 Mortgage Modifications. The Mortgage Modification and Extension Agreements of even date herewith from the applicable Owners to Lender encumbering the Properties secured by the prior Revolving Credit Mortgages, Assignments of Rents, Security Agreements and Fixture Filings (the "Mortgages") and securing repayment of the Obligations.

1.24 Notes. The First Note, the Second Note, the Third Note, the Fourth Note and the Fifth Note, as those terms are defined in the Consolidation Agreement.

1.25 Obligations. All present and future debts, obligations and liabilities of Borrower and Owners to Lender arising pursuant to, or on account of, the provisions of this Agreement, the Notes or any of the other Loan Documents, including the obligations: (a) to pay all principal, interest, late charges, and other amounts due at any time under the Notes and the Consolidation Agreement; (b) to pay all expenses, indemnification payments, fees and other amounts due at any time under the Loan Documents, together with interest as provided in the Loan Documents; and (c) to perform, observe and comply with all of the terms, covenants and conditions, expressed or implied, which Borrower, Owners and Guarantors are required to perform, observe or comply with pursuant to the terms of the Loan Documents.

1.26 Owners. (a) Arnold (CA) LLC, a Delaware limited liability company; (b) AFC Florida, LLC, a Delaware corporation; (c) AFC Illinois, LLC, a Delaware limited liability company; (d) Jefferson (AR) LLC, a Delaware limited liability company; (e) AFC Illinois II, LLC, a Delaware limited liability company; (f) Jimmy (GA) LLC, a Delaware limited liability company; (g) Scott (FL) LLC, a Delaware limited liability company; and (h) PH Farms, LLC, an Illinois limited liability company

1.27 Person. An individual, a corporation, a partnership, a joint venture, a limited liability company, a trust, an unincorporated association, any Governmental Authority or any other entity.

1.28 Properties. The agricultural farmland owned by the Owners, as more particularly described in the Mortgage Modifications and the Deed of Trust Modifications and including without limitation, all of the estate, right, title and interest of the Owners into the farmland described in the Mortgage Modifications and the Deed of Trust Modifications, together with all buildings, structures, and improvements of every nature whatsoever now or hereafter situated thereon.

1.29 Step Down. Defined in Section 3.3 hereof.

1.30 State. The State of Tennessee.

1.31 Title Commitments. American Land Title Association ("ALTA") mortgagee's title insurance commitments for title endorsements to the Prior Title Policies (the "Endorsements") to be issued by the Title Insurance Company or its affiliates and bringing the effective dates of the Prior Title Policies up through the recordation dates of the Mortgage Modifications and the Deed

of Trust Modifications and additionally increasing the effective dates of the existing endorsements to the Prior Title Policies in such form as is acceptable to Lender.

1.32 Title Insurance Agent. Fidelity National Title Group

Contact Information: 6060 Poplar Avenue, Suite LL37
Memphis, Tennessee 38119
Attn: Pam Cox
Telephone: (901) 786-6016
Fax: (901) 821-0400
Email: pam.cox@fntg.com

1.33 Title Insurance Company. Fidelity National Title Group.

1.34 Title Insurance Policies. ALTA mortgagee's title insurance policies previously issued by the Title Insurance Company (the "Prior Title Policies") insuring the Deeds of Trusts and Mortgages and showing fee simple title to the Properties vested in the Owners and insuring the Mortgages and Deeds of Trust as first liens on the Properties, subject only to exceptions approved by Lender, and otherwise in form and substance acceptable to Lender including endorsements thereto.

WARRANTIES AND REPRESENTATIONS

In consideration of Lender committing to continue funding the Loan, Borrower hereby represents and warrants to Lender, as follows:

Purpose of Loan. The Loan shall be used for working capital purposes, acquisition costs for additional farmland and such other corporate purposes utilized by Borrower in its business. The Loan is for commercial purposes.

Pending Suits. Except as disclosed to Lender in writing or in any report required under U.S. Securities and Exchange Commission (the "SEC") rules applicable to Borrower or Borrower's affiliates, to Borrower's knowledge, there are no suits, judgments, bankruptcies or executions pending or threatened against Borrower, Owners or the Properties which, if decided adversely to Borrower, Owners or the Properties, would materially and adversely affect the financial condition of Borrower, Owners or the Properties.

Financial Statements. The financial statements most recently delivered by Borrower and Guarantors to Lender (the "Statements") are true and correct in all material respects, and fairly present the respective financial condition of the subject thereof as of the respective dates thereof. Except as disclosed to Lender in writing or in any report required under SEC rules applicable to Borrower or Borrower's affiliates, no material adverse change has occurred in the financial condition of Borrower and Guarantors as reflected in the Statements since the respective dates thereof, and no additional borrowings have been made by Borrower since the date thereof other than the borrowing contemplated hereby or other borrowing approved by Lender.

No Mechanic's or Materialmen's Liens. Neither Borrower nor Owners have, as of the date hereof, permitted any work at the Properties or the delivery of any materials to the Properties which to Borrower's knowledge have given rise to a lien on the Properties.

No Violation of Other Agreements. The consummation of the transactions contemplated by this Agreement and the performance of this Agreement and Loan Documents will not result in any breach of, or constitute an Event of Default under, the Borrower's, Guarantors' or Owners' organizational documents or any other material instrument or agreement to which Borrower or Owners are a party or by which they may be bound or affected.

Leases. All existing Leases are in full force and effect and, to Borrower's knowledge, no material default exists under the Leases as of the date hereof.

THE LOAN

Use and Purposes. Borrower agrees to borrow from Lender and Lender agrees to lend to Borrower the Loan Proceeds, such Loan Proceeds to be subject to all of the terms, provisions and conditions of this Agreement. The Loan is a revolving line of credit and the outstanding principal balance of the Loan may, from time to time, increase or decrease and may be repaid and re-borrowed as provided in the Note and the Consolidation Agreement, but shall never, at any one time, exceed the amount of the Commitment. Borrower's right to re-borrow expires at the earlier of an Event of Default under any of the Loan Documents or March 1, 2027 ("Maturity Date").

Advances Secured by Loan Documents. All disbursements or advances made by Lender hereunder, from time to time, and any amounts expended by Lender under this Agreement or the other Loan Documents, and all other loan expenses, including reasonable attorneys fees, as and when advanced or incurred, will be deemed to be a part of the Obligations and as such will be secured by the Loan Documents to the same extent and effect as if the terms and provisions of this Agreement were set forth therein.

Request for an Advance. During the term of this Agreement, Borrower may from time to time request an Advance under the Loan, provided that the total principal amount outstanding thereunder shall not at any time exceed the lesser of (i) the amount of the Commitment, or (ii) fifty percent (50%) of the Appraised Value of the Properties as specified in Section 6.13 hereof. Any request made by Borrower for an Advance must be provided to Lender at least two (2) Business Days prior to Lender's funding of the Advance. Borrower shall make the Advance request by completing the information on the Wire Transfer Notification which is attached hereto as Exhibit A.

Principal Reduction Payments. During the term of this Agreement, Borrower may at any time make principal reduction payments for the benefit of Lender without penalty or premium. Borrower shall make such payments by wire transfer to Farm Credit Mid-America pursuant to the wire transfer instructions attached hereto as Exhibit A.

Advance Authority. The following Persons are authorized to request Advances under the Loan: (i) Luca Fabbri, President, and (ii) James Gilligan, Chief Financial Officer. Borrower shall provide written notice to Lender of any additions or deletions as to the Persons authorized to request Advances from time to time.

Step Down. The Commitment shall decrease by two and fifty hundredths percent (2.50%) per year on each anniversary of this Agreement (the "Step Down").

CONDITIONS TO CLOSING

Unless otherwise agreed by Lender in writing, Lender will not be obligated to continue to disburse Loan Proceeds unless and until the following conditions have been satisfied (all in a manner acceptable to Lender):

Loan Documents. Borrower shall have furnished or delivered to Lender, in form and substance acceptable to Lender, the Loan Documents executed by Borrower, Owners and Guarantors, as applicable.

Closing Costs. Borrower shall have paid all reasonable Costs incurred by Lender in connection with the Loan, including, without limitation, title updates, title premiums, title endorsement fees, recording costs, indebtedness tax, mortgage stamp tax and all similar costs and the reasonable fees of counsel for the Lender.

Financial Statements. Borrower and Guarantor shall have delivered to Lender current financial statements certified to be true, correct and complete. Said financial statements must be current within the last twelve (12) months.

Title Policies. Lender shall have procured Title Commitments for the issuance of the Endorsements, in a form acceptable to Lender.

Insurance. Borrower shall have furnished to Lender evidence, either in the form of duplicate policies, binders or certificates, acceptable to Lender (identifying each insurance policy, name of insurer, amount of coverage, deductible provisions and expiration date) that Borrower has purchased, and has in full force and effect as required by Lender and the Loan Documents, including property casualty, commercial liability and any flood insurance coverage required by Lender.

Appraisals. Lender shall have obtained the Appraisals of the Properties which are satisfactory to Lender in amount, form and substance. Borrower shall pay for the cost of the Appraisals.

Organizational Documents. Lender shall be provided with a copy of Borrower's, Guarantors' and Owners' organizational documents and evidence of authority to sign this Agreement and the other Loan Documents.

Environmental Due Diligence. Lender shall be provided with such Environmental Due Diligence for the Property as Lender may require, in form and content acceptable to Lender. All reports shall be addressed to Lender. Borrower shall pay for the cost of the Environmental Due Diligence.

Opinion of Counsel. Borrower shall provide Lender with an opinion from counsel to Borrower, Guarantors and Owners, in such form and content as reasonably required by Lender.

Leases. Lender shall have received and approved executed copies of the Leases.

Commitment Fee. Payment of the commitment fee to Lender in the amount of $560,000.00.

Conditions for Further Disbursement of Loan Proceeds. Lender shall not be obligated to make any additional Advances of Loan proceeds unless all of the conditions described in this Article 4 and the following additional conditions shall have been satisfied:

(a) No default or Event of Default shall have occurred and be continuing;

(b) The representations and warranties made in Article 2 hereof and elsewhere in this Agreement and in the Loan Documents shall be true and correct in all material respects; and

(c) The Borrower shall be in compliance with the Loan-to Value covenant set forth in Section 6.13 hereof after the disbursement of such additional Loan proceeds.

COLLATERAL FOR THE LOAN

The Obligations shall be secured by a first priority lien on the Properties as evidenced by the Mortgages, as amended by the Mortgage Modifications and the Deeds of Trust, as amended by the Deed of Trust Modifications, and the Assignments of Leases, as amended by the Assignment of Leases Modification Agreements.

COVENANTS AND AGREEMENTS

Borrower covenants and agrees with Lender as follows:

Costs. Borrower will pay all reasonable Costs required to satisfy the conditions of this Agreement, including, but not limited to, all taxes and recording expenses, Lender's attorney's fees, surveys, appraisals, appraisal updates, title insurance, title updates, real estate taxes, and insurance policies.

Inspections. Borrower will permit Lender and its representatives to enter upon the Properties at all reasonable times and upon reasonable notice to inspect the Properties and to examine all records which relate to the ownership and operation of the Properties and will cooperate, and cause Borrower's manager, if applicable, to cooperate with Lender in such inspections.

Brokers. Borrower will indemnify and hold harmless Lender from and against all claims of brokers and agents arising by reason of the execution of this Agreement or the consummation of the transactions contemplated hereby.

Advances to Cure Default. In the event that Borrower fails to perform any of Borrower's covenants or agreements under this Agreement, and fails to commence a cure of such failure within ten (10) days after written notice from Lender specifying the failure and the action required to cure same, Lender may, but shall not be required to, perform any or all of such covenants and agreements, and any amounts expended by Lender in so doing will be deemed to be a part of the Obligations under this Agreement and under the Loan Documents.

Compliance with Laws and Payment of Taxes. Borrower, Guarantors and, to the knowledge of Borrowers, the Properties are in compliance with all Laws, judgments, decrees and orders of all Government Authority. The Properties shall be owned, and Borrower shall use commercially reasonable efforts to cause the Properties to be operated, in material accordance with all applicable Laws, including, without limitation, all zoning, land use, code, setback and other applicable regulations and restrictions. Borrower shall pay all ad valorem taxes prior to delinquency and furnish proof thereof to Lender upon its request.

Books and Records; Financial Statements; Tax Returns. Borrower and Guarantors shall furnish to Lender company prepared financial statements within sixty (60) days after each quarter end. In addition, Farmland Partners, Inc. ("FPI") shall furnish to Lender annual CPA audited financial statements within one hundred twenty (120) days of FPI's fiscal year end, together with such other financial statements and information as Lender may reasonably request from time to time. FPI shall also furnish to Lender unaudited annual operating statements for the Properties including an updated rent roll. All financial statements shall be in form reasonably satisfactory to Lender.

Collateral Summary. Borrower shall maintain a collateral summary (in excel or similar format) (the "Collateral Summary") for all of the Properties in order for Lender to monitor the Appraised Values of the Properties to ensure Borrower is at all times in compliance with the loan-to-value covenant in Section 6.13 hereof. The Collateral Summary shall be submitted to Lender prior to the effectiveness of this Agreement and shall be acceptable to Lender in its sole discretion. The Collateral Summary shall be updated annually to list the current Appraised Values of the Properties and such other detail as reasonably requested by Lender.

Estoppel Certificates. Within twenty (20) days after any request by Lender, Borrower shall certify in writing to Lender, the then unpaid balance of the Loan and whether Borrower claims any right of defense or setoff to the payment or performance of any of the Obligations, and if Borrower claims any such right of defense or setoff, Borrower shall give a detailed written description of such claimed right.

Notification by Borrower. Borrower will promptly after obtaining knowledge thereof give written notice to Lender of (i) the occurrence of any Event of Default under the Loan Documents, and (ii) the occurrence of any material default, after all applicable notice and cure periods have expired, under the Leases.

Indemnification by Borrower. Borrower agrees to indemnify Lender and to hold Lender harmless from and against, and to defend Lender by counsel approved by Lender against, any and all commercially reasonable out-of-pocket costs incurred in connection with claims directly or indirectly arising out of or resulting from any transaction, act, omission, event or circumstance in any way connected with the Properties or the Obligations (a "Claim"), including any Claim arising out of or resulting from (a) any failure by Borrower to comply with the requirements of any Laws or to comply with any agreement that applies to the Properties; (b) any failure by Owners to observe and perform any of the obligations imposed upon any of them as landlords under the Leases; (c) any other Event of Default hereunder or under any of the other Loan Documents; or (d) any assertion or allegation that Lender is liable for any act or omission of Borrower or any other Person in connection with the ownership, development, financing, leasing, operation or sale of the Properties; provided, however, that Borrower shall not be obligated to indemnify Lender with respect to any Claim arising solely from the negligence or willful misconduct of Lender. The agreements and indemnifications contained in

this Section shall apply to Claims arising both before and after the repayment of the Loan and shall survive the repayment of the Loan, any foreclosure or deed, assignment or conveyance in lieu thereof and any other action by Lender to enforce the rights and remedies of Lender hereunder or under the other Loan Documents, except for acts or omissions of Lender after taking possession of the Property pursuant to its remedies under the Loan Documents.

Appraisals. Lender shall order updated Appraisals of the Properties on an annual basis, at Borrower's expense, and which shall be addressed to Lender and approved by Lender in its reasonable but sole discretion.

Environmental Covenants. Borrower on its own behalf and as sole member of each of the Owners, hereby represents and warrants to Lender that, to Borrowers' knowledge, the Properties remain in material compliance with the Indemnity Agreements and that it ratifies all prior covenants contained in the Indemnity Agreements.

Loan to Value Ratio. The aggregate loan amounts outstanding under the Loan from time to time shall not exceed fifty percent (50%) of the Appraised Value of the Properties as determined by Lender during the prior twelve (12) months pursuant to updated Appraisals. The foregoing covenant shall be tested annually at the end of the fourth calendar quarter. In the event of a default under this Section 6.13, Borrower, at its election, shall have one hundred eighty (180) days (i) to cure such default by either paying down the aggregate outstanding principal amount of the Loan to an amount that would comply with this Section 6.13 or furnish additional first mortgage real estate collateral acceptable to Lender supported by title insurance, environmental due diligence and current Appraisals or (ii) deliver notice to Lender that Borrower will, at its own expense, obtain a new Appraisal of all or a portion of the Properties (a "Reappraisal Notice"). If Borrower delivers such a Reappraisal Notice, Borrower shall, within 90 days after the date of the Reappraisal Notice, obtain and deliver to Lender a new Appraisal of all or a portion of the Properties which shall be acceptable to Lender in its reasonable but sole discretion. Subject to Lender's approval of the new Appraisal, promptly following receipt of such new Appraisal, Lender shall recalculate the loan to value ratio using the Appraisal Value stated therein and notify Borrower of the results. If such recalculated loan to value ratio is sufficient to comply with the loan to value requirements set forth in this Section 6.13, no further action by Borrower is required with respect to the loan to value requirements for the applicable period. However, if such recalculated loan to value ratio is insufficient for such purpose, Borrower shall have the option (at any time within the 180 day period, but no later than July 1 of any year) to (i) make a prepayment which, if made prior to the date of measurement of such recalculated loan to value ratio, would have caused Borrower to be in compliance with the loan to value requirements set forth herein or (ii) furnish additional first mortgage real estate collateral acceptable to Lender.

EVENT OF DEFAULT

Events of Default by Borrower, Guarantors and /or Owners. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

The failure to pay accrued interest when due under the Note within three (3) days of when due;

The failure to pay all outstanding Obligations on the Maturity Date;

The failure to pay any other amounts required under the Loan Documents within five (5) days after written notice from Lender;

Any representation, warranty or statement made by Borrower or Guarantors, as applicable, in this Agreement, the other Loan Documents or any other instrument now or hereafter evidencing, securing or in any manner relating to the Loan proves to be untrue when made;

(e) Borrower shall fail to observe or perform any covenant or agreement contained in Section 4.5, Section 6.5, Section 6.6, and Section 6.9;

(f) Borrower shall fail to observe or perform any covenant or agreement contained in this Agreement or in any of the other Loan Documents (other than those referred to in other clauses of this Section 7.1), and the continuance of such failure for thirty (30) days (or such shorter period provided in any other Loan Document) after the earlier to occur of (i) Borrower's knowledge of such failure or (ii) notice by Lender to Borrower; provided, however, that, subject to any shorter period for curing any failure by Borrower as specified in any of the other Loan Documents, Borrower shall have an additional period of time as is reasonably necessary to cure such failure if: (1) such failure does not involve the failure to make payments on a monetary obligation; (2) such failure cannot reasonably be cured within thirty (30) days; (3) Borrower is diligently undertaking to cure such default; and (4) Borrower has provided Lender with security reasonably satisfactory to Lender against any interruption of payment or impairment of Collateral as a result of such continuing failure; provided, however that such additional cure period shall not exceed sixty (60) days;

(g) RESERVED;

(h) Borrower or Guarantors shall (i) commence a voluntary case or other proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a custodian, trustee, receiver, liquidator or other similar official of it or any substantial part of its property, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (i) of this subsection, (iii) apply for or consent to the appointment of a custodian, trustee, receiver, liquidator or other similar official for Borrower or Guarantors, or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take any action for the purpose of effecting any of the foregoing;

(i) An involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of Borrower or Guarantors, or its debts, or any substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or (ii) the appointment of a custodian, trustee, receiver, liquidator or other similar official for Borrower or Guarantors, or for a substantial part of its assets, and in any such case, such proceeding or petition shall remain undismissed for a period of sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(j) Any execution or attachment shall be levied against any of the Properties, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied;

(k) Any of the Loan Documents ceases to be a legal, valid and binding agreement enforceable against Borrower or Guarantors, as applicable, in accordance with the terms of such Loan Document or is in any way terminated (except in accordance with its terms or pursuant to an agreement signed by Lender) or becomes or is declared ineffective or inoperative or the validity of which is in any way challenged or contested by Borrower or Guarantors, as applicable, or ceases to give or provide (other than as a result of action taken or not taken by Lender) the respective liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be created thereby or Borrower, Owners or Guarantors make any statement or claim that any of the Loan Documents are unenforceable; or

(l) Any final judgment or order for the payment of money in excess of $1,000,000.00 in the aggregate shall be rendered against Borrower, Owners, or Guarantors, and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be a period of thirty (30) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect.

Lender's Remedies in the Default. Upon the occurrence of any Event of Default, Lender, in addition to all remedies conferred upon Lender by Law or equity, and by the terms of the Loan Documents, may, in its sole discretion, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Take possession of the Properties and operate the Properties and do anything in its sole judgment to fulfill the obligations of Borrower hereunder, any expense incurred by Lender being deemed to be part of the Obligations, including either the right to avail itself of or procure performance of existing contracts or Leases, under the assignment to Lender or otherwise, or let any contracts with the same vendors or others. Without restricting the generality of the foregoing and for purposes aforesaid, Borrower hereby appoints and constitutes Lender its lawful attorney-in-fact with full power of substitution in the Properties to operate the Properties in the name of Borrower; to use funds remaining under this Agreement or which may be reserved, or escrowed or set aside for any purpose hereunder at any time to operate the Properties; it being understood and agreed that this power of attorney shall be a power coupled with an interest and cannot be revoked;

(b) Lender may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Properties;

(c) Lender may set off the amounts due Lender under the Loan Documents against any and all accounts, credits, money, securities or other property of Borrower now or hereafter on deposit with, held by or in the possession of Lender to the credit or for the account of Borrower, without notice to or the consent of Borrower;

(d) Borrower shall not be relieved of any of the Obligations by reason of the failure of Lender to comply with any request of Borrower or of any other Person to take action to foreclose on the Properties under the Loan Documents or otherwise to enforce any provision of the Loan Documents, or by reason of the release, regardless of consideration, of all or any part of the Properties. No delay or omission of Lender to exercise any right, power or remedy accruing upon the happening of an Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or any acquiescence therein. No remedy available to Lender under the Loan Documents or otherwise, is intended to be exclusive of any other remedies provided for in the Loan Documents, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under the Loan Documents, or now or hereafter existing at Law or in equity. Every right, power and remedy given by the Loan Documents to Lender shall be concurrent and may be pursued separately, successively or together against Borrower, Owners or the Properties or any part thereof, and every right, power and remedy given by the Loan Documents may be exercised from time to time as often as may be deemed expedient by Lender;

(e) Withhold further disbursement of the Loan Proceeds;

(f) Declare the entire balance of the Obligations, without demand or notice of any kind (which are hereby expressly waived) to be due and payable at once and, in such event, such Obligations shall become immediately due and payable;

(g) Pursue such other remedies as may be available to Lender at Law or equity.

GENERAL COVENANTS

No Assignments by Borrower. This Agreement may not be assigned by Borrower or Guarantors without the prior written consent of Lender. If Lender consents to Borrower's assignment of this Agreement, Borrower shall remain liable for payment of all sums advanced hereunder before and after such assignment unless Lender agrees otherwise in connection with any such consent.

Assignment by Lender. This Agreement, the Loan Documents and any other instrument now or hereafter evidencing, securing or in any manner affecting the Loan may be endorsed, assigned and transferred in whole or in part by Lender, and any such holder and assignee of the same will succeed to and be possessed of the rights of Lender under all of the same to the extent transferred and assigned.

Interest Not to Exceed Maximum Allowed by Law. If from any circumstances whatsoever, by reason of acceleration or otherwise, the fulfillment of any provision of this Agreement or any other Loan Document involves transcending the limit of validity prescribed by any applicable usury statute or any other applicable Law, with regard to obligations of like character and amount, then the obligations to be fulfilled will be reduced to the limit of such validity as provided in such statute or Law, so that in no event shall any payment of interest or other like charges be possible under this Agreement or the other Loan Documents in excess of the limit of such validity.

Time of the Essence. Time is of the essence of this Agreement.

No Agency. Lender is not the agent or representative of Borrower, and Borrower is not the agent or representative of Lender, and nothing in this Agreement will be construed to make Lender liable to anyone for goods delivered or services performed upon the Properties or for debts or claims accruing against Borrower.

No Partnership or Joint Venture. Neither anything contained herein nor the acts of the parties hereto will be construed to create a partnership or joint venture between Borrower and Lender.

No Third-Party Beneficiaries. All conditions to the obligations of Lender to make Advances hereunder are imposed solely and exclusively for the benefit of Lender and its assigns or participants and no other person will have standing to require satisfaction of such conditions or be entitled to assume that Lender will not make disbursements in the absence of strict compliance with any or all thereof and no other person, under any circumstances, will be deemed to be beneficiary of such conditions, any or all of which may be waived in whole or in part by Lender at any time if Lender in its sole discretion deems it advisable to do so.

Waiver. No delay or omission by Lender to exercise any right or power arising from any Event of Default will impair any such right or power or be considered to be a waiver of any such Event of Default or any acquiescence therein nor shall the action or nonaction of Lender in case of an Event of Default on the part of Borrower or Guarantors impair any right or power arising therefrom. No disbursement of the Loan hereunder shall constitute a waiver of any of the conditions to Lender's obligation to make further disbursements nor, in the event Borrower is unable to satisfy any such condition, shall any such disbursement have the effect of precluding Lender from thereafter declaring such inability to be an Event of Default as hereinabove provided.

Notices. All notices, requests, demands and other communications required or permitted to be given hereunder will be sufficiently given if in writing and delivered in person or sent by reputable overnight courier to the party being given such notice at the appropriate address set forth in the first paragraph of this Agreement, or to such other address as either party may give to the other in writing for such purpose.

Partial Invalidity. In the event any one or more of the provisions contained in this Agreement shall be for any reason be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein.

Entire Agreement. This Agreement, the Loan Documents and the other contracts, agreements and instruments described herein contain all of the terms and conditions related to the disbursement of the Loan by Lender and the use of the Loan by Borrower. This Agreement may not be modified or amended except in writing signed by Borrower and Lender.

Publicity. Lender shall not release articles concerning financing of the Properties without the written consent of Borrower.

WAIVER OF JURY TRIAL. BORROWER, GUARANTORS AND LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR

CONNECTED THERETO. BORROWER AND LENDER EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Further Assurances. Borrower and Guarantors agree that at any time, and from time to time, after execution and delivery of this Agreement, each shall, upon the request of Lender, execute and deliver such further documents and do such further things as Lender may reasonably request in order to more fully effectuate the purposes of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Tennessee.

Severability. In the case one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions shall be in no way affected, prejudiced or disturbed thereby.

Assignments and Participations. Lender may sell or offer to sell the Loan or interests therein to one or more assignees or participants and any such participants may sub-participate such interests. Borrower shall execute, acknowledge and deliver any and all instruments reasonably requested by Lender in connection therewith, and to the extent, if any, specified in any such assignment or participation, such assignee(s) or participant(s) shall have the same rights and benefits with respect to the Loan Documents as such Person(s) would have if such Person(s) were Lender hereunder. Lender, its assignees, participants or sub-participants may disseminate any information it now has or hereafter obtains pertaining to the Loan, including any security for the Loan, any credit or other information on the Properties (including environmental reports and assessments), Borrower, any of Borrower's principals, to any actual or prospective assignee or participant, to Lender's affiliates, to any regulatory body having jurisdiction over Lender, to any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to Borrower and the Loan, or to any other party as necessary or appropriate in Lender's reasonable judgment. Subject to applicable law, Lender shall use reasonable efforts to protect the confidentiality of the terms of the Loan and the financial or other information about Borrower and its affiliates.

Electronic Transmission of Data. Lender, Borrower and Guarantors agree that certain data related to the Loan (including confidential information, documents, applications and reports) may be transmitted electronically, including transmission over the Internet to the parties, the parties' affiliates, agents and representatives, and other Persons involved with the subject matter of this Agreement. Borrower and Guarantors acknowledge and agree that (a) there are risks associated with the use of electronic transmission and that Lender does not control the method of transmittal or service providers, (b) Lender has no obligation or responsibility whatsoever and assumes no duty or obligation for the security, receipt or third party interception of any such transmission, and (c) Borrower and Guarantors will release, hold harmless and indemnify Lender from any claim, damage or loss, including that arising in whole or part from Lender's strict liability or sole, comparative or contributory negligence, which is related to the electronic transmission of data; provided Borrower and Guarantors shall not release or indemnify Lender from and against any claim or damage caused by Lender's gross negligence or willful misconduct.

Forum. Borrower hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court or any United States federal court sitting in Memphis, Tennessee with respect to any matter or dispute (a "Dispute") arising in connection with the Loan or the Properties. Borrower hereby irrevocably waives, to the fullest extent permitted by

Law, any objection that Borrower may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Nothing herein shall affect the right of Lender to serve process in any manner permitted by Law or limit the right of Lender to bring proceedings against Borrower in any other court or jurisdiction.

USA Patriot Act Notice. Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), Lender is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

(Remainder of Page Intentionally Left Blank)

EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

BORROWER:

AMERICAN FARMLAND COMPANY L.P., a Delaware limited partnership

By: FPI Heartland GP LLC, a Delaware limited liability company
Its: General Partner

By: /s/ Luca Fabbri
Luca Fabbri
President

GUARANTORS:

FARMLAND PARTNERS INC., a Maryland Corporation

By: /s/ Luca Fabbri
Luca Fabbri, President

FARMLAND PARTNERS OPERATING PARTNERSHIP, LP,
a Delaware limited partnership

By: Farmland Partners OP GP, LLC
Its: Sole general partner

By: Farmland Partners Inc.
Its: Sole Member

By: /s/ Luca Fabbri
Luca Fabbri, President

LENDER:

RUTLEDGE INVESTMENT COMPANY, a
Tennessee corporation

BY: /s/ Gwin S. Smith
Gwin S. Smith, President

EXHBIT A

WIRE TRANSFER NOTIFICATION
Farm Credit Mid-America
FAX No. 502-420-3691 or Email to MAKY_FUNDS@e-farmcredit.com

Assistance Contact: Angela Harris, Senior Loan Closer, 502-630-1063

IN CASE OF A DISBURSEMENT, NOTIFICATION SHOULD BE RECEIVED BY FAX OR EMAIL NO LATER THAN 2 P.M. (EASTERN TIME) TWO (2) BUSINESS DAYS PRIOR TO SUCH DISBURSEMENT

ARTICLE 1. (to be received by FCMA)	WIRE IN WIRE OUT (to be initiated by FCMA)
Date of Payment:	**Date of Disbursement:**
Customer Name:	**Customer Name:**
Loan Number:	**Loan Number:**
Wire Amount:	**Wire Amount:**
Amount to Principal:	**Receiving Bank:**
Amount to Interest:	**ABA Routing #:**
Amount to ___________:	**Account Name:**
Wire to: AgriBank -- St. Paul **ARTICLE 2.** **ABA Routing No. 0960 1697 2** 30 E. 7th Street, Suite 1600 *St. Paul, MN 55101* **Account: Farm Credit Mid-America** *Louisville, KY 40299* **Account No. 362405688**	**Account #:**

Authorized Signature:	
Authorized Printed Name:	

Exhibit 10.27

AMENDED AND RESTATED GUARANTY AGREEMENT

THIS AMENDED AND RESTATED GUARANTY AGREEMENT (this "**Guaranty**") is made as of February ___, 2022, by **FARMLAND PARTNERS INC.**, a Maryland corporation ("**Guarantor**") to and for the benefit of **RUTLEDGE INVESTMENT COMPANY**, a Tennessee corporation ("**Lender**"), and its successors and assigns.

RECITALS:

A. This Guaranty amends and restates in its entirety that certain Guaranty Agreement dated as of February 3, 2017, executed by Guarantor in favor of Lender.

B. As more fully provided in that certain Amended, Restated and Consolidated Loan Agreement (as the same may be amended, restated, supplemented, renewed or replaced from time to time, the "**Loan Agreement**") of even date herewith by and between American Farmland Company L.P., a Delaware limited partnership (the "**Borrower**") and Lender, and the guarantors party thereto, Lender has agreed to make a revolving credit loan to Borrower in the aggregate principal amount of up to One Hundred Twelve Million and No/100 Dollars ($112,000,000.00) (the "**Loan**").

C. The Loan is evidenced by that certain Consolidation of Notes and Modification and Extension Agreement executed by Borrower and Lender, in the aggregate principal amount of One Hundred Twelve Million and No/100 Dollars ($112,000,000.00) (as the same may be amended, restated, supplemented, renewed or replaced from time to time, the "**Note**").

D. The Loan is secured by, among other things, deeds of trust or mortgages (as the same may be amended, restated, supplemented, renewed or replaced from time to time) executed by the Owners, as defined in that certain Amended, Restated and Consolidated Loan Agreement (the "Loan Agreement of even date herewith among Borrower, Lender, Farmland Partners, Inc., a Maryland corporation and Guarantor (collectively, the **"Security Instrument")** encumbering farm properties owned by the Owners.

E. A condition precedent to Lender's obligation to make the Loan to Borrower is Guarantor's execution and delivery of this Guaranty to Lender.

F. Guarantor will benefit directly or indirectly and substantially from the making of the Loan.

G. Any capitalized term used and not defined in this Guaranty shall have the meaning given to such term in the Loan Agreement. This Guaranty is one of the Loan Documents described in the Loan Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and as a material inducement to Lender to extend credit to Borrower, Guarantor hereby covenants and agrees as follows, incorporating by reference the foregoing recitals as a part of this Guaranty:

1. **Guaranty.**

(a) **Guaranty of Payment**.

Guarantor hereby unconditionally and irrevocably guarantees to Lender the full and punctual payment and performance when due of all of the Obligations, whether such Obligations would have arisen at maturity or earlier by reason of acceleration or otherwise and whether denominated as damages, principal, interest, fees or otherwise, together with all pre- and post- maturity interest thereon (including, without limitation, amounts that, but for the initiation of any proceeding under any insolvency or bankruptcy law, would become due).

(b) **Generally**.

This is a guaranty of payment and performance and not of collection. The liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrower or any other person (including, without limitation, other guarantors, if any), nor against the collateral for the Loan. Guarantor waives any right to require that an action be brought against Borrower or any other person or to require that resort be had to any collateral for the Loan or to any balance of any deposit account or credit on the books of Lender in favor of Borrower or any other person. In the event, on account of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, Borrower shall be relieved of or fail to incur any debt, obligation or liability as provided in the Loan Documents, Guarantor shall nevertheless be fully liable therefor. In the Event of a Default under the Loan Documents which is not cured within any applicable grace or cure period, Lender shall have the right to enforce its rights, powers and remedies (including, without limitation, foreclosure of all or any portion of the collateral for the Loan) thereunder or hereunder, in any order, and all rights, powers and remedies available to Lender in such event shall be non-exclusive and cumulative of all other rights, powers and remedies provided thereunder or hereunder or by law or in equity. If the Obligations guaranteed hereby are partially paid or discharged by reason of the exercise of any of the remedies available to Lender, this Guaranty shall nevertheless remain in full force and effect, and Guarantor shall remain liable for all remaining Obligations, even though any rights which Guarantor may have against Borrower may be destroyed or diminished by the exercise of any such remedy. Guarantor shall be liable for the payment and performance of the Obligations, as set forth in this Guaranty, as a primary obligor and for the payment of any sums expended by Lender as set forth in the preceding sentence. This Guaranty shall be effective as a waiver of, and Guarantor hereby expressly waives, any and all rights to which Guarantor may otherwise have been entitled under any suretyship laws in effect from time to time, including any right or privilege, whether existing under statute, at law or in equity, to require Lender to take prior recourse or proceedings against any collateral, security or entity whatsoever. All payments, whether voluntary or involuntary, received by Lender with respect to the Obligations from any source other than Guarantor, including, without limitation, payments from Borrower or any other guarantor and amounts received from any Collateral may, for purposes of determining Guarantor's obligations under this Guaranty, be applied to the Obligations in such order as Lender may from time to time determine in its sole discretion. Without limiting the foregoing, Lender may apply such payments first to Obligations that are not guaranteed by Guarantor until such Obligations are paid in full before applying such payments to Obligations that are guaranteed by Guarantor.

2. **Indemnity**. Without limiting the generality of Section 1 hereof, Guarantor shall indemnify, defend (with counsel acceptable to Lender) and save harmless Lender from and against all damages, losses, liabilities, obligations, penalties, claims, demands, defenses, judgments, suits, proceedings, penalties, and reasonable expenditures, costs, disbursements and expenses (including, without limitation, court costs and reasonable attorneys' and experts' fees and expenses) of any kind or nature whatsoever which may, at any time or from time to time, be imposed upon, incurred by or

asserted or awarded against Lender by reason of, or arising from or out of, the Lender's enforcement (or attempted enforcement) of this Guaranty or any of the other Loan Documents.

3. **Reinstatement of Obligations**. This Guaranty shall continue to be effective, or be reinstated automatically, as the case may be, if at any time payment, in whole or in part, of any of the obligations guaranteed hereby is rescinded or otherwise must be restored or returned by Lender (whether as a preference, fraudulent conveyance or otherwise) upon or in connection with the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower, Guarantor or any other person, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Borrower, Guarantor or any other person or for a substantial part of Borrower's, Guarantor's or any of such other person's property, as the case may be, or otherwise, all as though such payment had not been made. Guarantor further agrees that in the event any such payment is rescinded or must be restored or returned, all costs and reasonable expenses (including, without limitation, reasonable legal fees and expenses) incurred by or on behalf of Lender in defending or enforcing such continuance or reinstatement, as the case may be, shall constitute costs of enforcement, the payment of which is covered by Guarantor's indemnity pursuant to Section 2 above.

4. **Waivers by Guarantor**. To the extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of:

(a) Any right to require Lender to proceed against Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power or under any other agreement before proceeding against Guarantor hereunder;

(b) The defense of the statute of limitations in any action hereunder**;**

(c) Any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Lender to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;

(d) Demand, presentment for payment, notice of nonpayment, intent to accelerate, acceleration, protest, notice of protest and all other notices of any kind, or the lack of any thereof, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of Borrower, Lender, any endorser or creditor of Borrower or of Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by Lender;

(e) Any defense based upon an election of remedies by Lender;

(f) Any right or claim of right to cause a marshalling of the assets of Guarantor;

(g) Any principle or provision of law, statutory or otherwise, which is or might be in conflict with the terms and provisions of this Guaranty;

(h) Any duty on the part of Lender to disclose to Guarantor any facts Lender may now or hereafter know about Borrower or the Property, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Borrower, of the condition of the Property

and of any and all circumstances bearing on the risk that liability may be incurred by Guarantor hereunder;

(i) Any lack of notice of disposition or of manner of disposition of any collateral for the Loan;

(j) Any invalidity, irregularity or unenforceability, in whole or in part, of any one or more of the Loan Documents;

(k) To the extent permitted by law, lack of commercial reasonableness in dealing with the collateral for the Loan;

(l) Any deficiencies in the collateral for the Loan or any deficiency in the ability of Lender to collect or to obtain performance from any persons or entities now or hereafter liable for the payment and performance of any obligation hereby guaranteed;

(m) Any assertion or claim that the automatic stay provided by 11 U.S.C. §362 (arising upon the voluntary or involuntary bankruptcy proceeding of Borrower) or any other stay provided under any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any of its rights, whether now or hereafter required, which Lender may have against Guarantor or the collateral for the Loan;

(n) Any modifications of the Loan Documents or any obligation of Borrower relating to the Loan by operation of law or by action of any court, whether pursuant to the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, or otherwise; and

(o) Any action, occurrence, event or matter consented to by Guarantor under Section 6(i) hereof, under any other provision hereof, or otherwise.

In addition, Guarantor expressly agrees that Guarantor shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage, security deed, deed of trust or other security interest securing the Obligations, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. Guarantor hereby irrevocably waives reliance on any anti-deficiency statute, through subrogation or otherwise, and any such statute shall in no way affect or impair Guarantor’s obligations and liabilities hereunder.

5. **Representations, Warranties, and Covenants of Guarantor**. Guarantor hereby represents, warrants, and covenants that (a) Guarantor has a direct or indirect financial interest in the Borrower and will derive a material and substantial benefit, directly or indirectly, from the making of the Loan to Borrower and from the making of this Guaranty by Guarantor; (b) this Guaranty has been duly authorized, executed and delivered, and constitutes the valid and legally binding obligation of Guarantor, enforceable in accordance with its terms; (c) Guarantor is not, and the execution, delivery and performance by Guarantor of this Guaranty will not cause Guarantor to be, in material violation of or in default with respect to any law, any order of any court or governmental agency, the Guarantor’s charter documents and by-laws of Guarantor or in material default (or at risk of acceleration of indebtedness) under any agreement or restriction by which Guarantor is bound or affected; (d) Guarantor is duly organized, validly existing, and in good standing under the laws of the state of its organization and has

full power and authority to enter into and perform this Guaranty; (e) Guarantor will indemnify the Lender from any loss, cost or expense as a result of any representation or warranty of Guarantor being false, incorrect, incomplete or misleading when made in any material respect; (f) as of the date hereof, there is no litigation pending or, to the knowledge of Guarantor, threatened before or by any tribunal against or affecting Guarantor, which would have a material and adverse effect on Guarantor's ability to perform its obligations under this Guaranty; (g) all financial statements and information heretofore furnished to Lender by Guarantor do, and all financial statements and information hereafter furnished to Lender by Guarantor will, in all material respects fully and accurately as of their dates, present the condition (financial or otherwise) of Guarantor and the results of Guarantor's operations for the periods therein specified, and, since the date of the most recent financial statements of Guarantor heretofore furnished to Lender, and as of the date hereof, no material adverse change has occurred in the financial condition of Guarantor, nor, except as heretofore disclosed in writing to Lender, has Guarantor incurred any material liability, direct or indirect, fixed or contingent outside of the ordinary course of business; (h) after giving effect to this Guaranty, Guarantor is solvent, is not knowingly engaged or about to engage in business or a transaction for which the property of Guarantor is an unreasonably small capital, and does not intend to incur or believe that it will incur debts that will be beyond its ability to pay as such debts mature; (i) Lender has no duty at any time to investigate or inform Guarantor of the financial or business condition or affairs of Borrower or any change therein, and Guarantor will keep fully apprised of Borrower's financial and business condition; (j) Guarantor acknowledges and agrees that Guarantor may be required to perform the guaranteed Obligations in full without assistance or support from Borrower or any other Person; and (k) Guarantor has read and fully understands the provisions contained in the Note, the Loan Agreement, the Security Instrument and the other Loan Documents. Guarantor's representations, warranties and covenants are a material inducement to Lender to enter into the other Loan Documents and shall survive the execution hereof and any bankruptcy, foreclosure, transfer of security or other event affecting Borrower, Guarantor, any other party, or any security for all or any part of the Obligations.

6. **General Provisions**.

(a) Fully Recourse. All of the terms and provisions of this Guaranty are recourse obligations of Guarantor.

(b) Obligations. Guarantor hereby acknowledges that Guarantor's guaranty is not secured by the Security Instrument or the other Loan Documents and that Lender would not make the Loan but for the personal liability undertaken by Guarantor herein.

(c) Survival. This Guaranty shall be deemed to be continuing in nature and shall remain in full force and effect and shall survive the exercise of any remedy by Lender under the Security Instrument or any of the other Loan Documents, including, without limitation, any foreclosure or deed in lieu thereof.

(d) Subordination; No Recourse Against Lender. If, for any reason whatsoever, Borrower is now or hereafter becomes indebted to Guarantor:

(i) such indebtedness and all interest thereon and all liens, security interests and rights now or hereafter existing with respect to property of Borrower securing the same shall, at all times, be subordinate in all respects to the Obligations and to all liens, security interests and rights now or hereafter existing to secure the Obligations;

(ii) Guarantor shall not be entitled to enforce or receive payment, directly or indirectly, of any such indebtedness of Borrower to Guarantor outside of the ordinary course of business until the Obligations have been fully and finally performed;

(iii) Guarantor hereby assigns and grants to Lender a security interest in all such indebtedness and security therefor, if any, of Borrower to Guarantor now existing or hereafter arising, including any dividends and payments pursuant to debtor relief or insolvency proceedings referred to below. In the event of receivership, bankruptcy, reorganization, arrangement or other debtor relief or insolvency proceedings involving Borrower as debtor, Lender shall have the right to prove its claim in any such proceeding so as to establish its rights hereunder and shall have the right to receive directly from the receiver, trustee or other custodian (whether or not a default shall have occurred or be continuing under any of the Loan Documents), dividends and payments that are payable upon any obligation of Borrower to Guarantor now existing or hereafter arising, and to have all benefits of any security therefor, until the Obligations have been fully and finally performed. If, notwithstanding the foregoing provisions, Guarantor should receive any payment, claim or distribution that is prohibited as provided above in this Section 6(d), Guarantor shall pay the same to Lender immediately, Guarantor hereby agreeing that it shall receive the payment, claim or distribution in trust for Lender and shall have absolutely no dominion over the same except to pay it immediately to Lender; and

(iv) Guarantor shall promptly upon request of Lender from time to time execute such documents and perform such acts as Lender may require to evidence and perfect its interest and to permit or facilitate exercise of its rights under this Section 6(d), including, but not limited to, execution and delivery of financing statements, proofs of claim, further assignments and security agreements, and delivery to Lender of any promissory notes or other instruments evidencing indebtedness of Borrower to Guarantor. All promissory notes, accounts receivable ledgers or other evidences, now or hereafter held by Guarantor, of obligations of Borrower to Guarantor shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under and is subject to the terms of this Guaranty. Further, Guarantor shall not have any right of recourse against Lender by reason of any action Lender may take or omit to take under the provisions of this Guaranty or under the provisions of any of the Loan Documents.

(e) Subrogation. Notwithstanding the satisfaction by Guarantor of any liability hereunder, Guarantor shall not have any right of subrogation, contribution, reimbursement or indemnity whatsoever or any right of recourse to or with respect to the assets or property of Borrower or to any collateral for the Loan, or to participate in any way in the indebtedness, or in any right, title or interest in and to any security or right of recourse for the indebtedness, until the indebtedness has been fully and finally paid. In connection with the foregoing, Guarantor expressly waives in favor of Lender any and all rights of subrogation to Lender against Borrower, and Guarantor hereby waives any rights to enforce any remedy which Lender may have against Borrower and any right to participate in any collateral for the Loan. If Guarantor is or becomes an “insider” (as defined in Section 101 of the United States Bankruptcy Code) with respect to Borrower, then Guarantor hereby irrevocably and absolutely waives any and all rights of contribution, indemnification, reimbursement or any similar rights against Borrower with respect to this Guaranty (including any right of subrogation), whether such rights arise under an express or implied contract or by operation of law. It is the intention of the parties that Guarantor shall not be deemed to be a “creditor” (as defined in Section 101 of the United States Bankruptcy Code) of Borrower by reason of the existence of this Guaranty in the event that Borrower or Guarantor becomes a debtor in any proceeding under the United States Bankruptcy Code. This waiver is given to induce Lender to make the Loan to Borrower as evidenced by the Note.

(f) Reservation of Rights. Nothing contained in this Guaranty shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lender may have against Borrower, Guarantor or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. §9601 et seq.), as it may be amended from time to time, or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

(g) Disclosure of Information. Guarantor authorizes the Lender to disclose the financial records of Guarantor to any subsidiary or affiliate of the Lender, any of their respective subsidiaries or affiliates, or to any advisory firm engaged by Lender. Lender may disclose any Guarantor financial information to any regulatory body having jurisdiction over Lender, to any agent or attorney of Lender, to any actual or prospective purchaser, transferee, assignee or participant of all or any portion of Lender's rights with respect to the Loan, and in such other circumstances and to such other parties as necessary or appropriate in Lender's reasonable judgment. Subject to applicable law, Lender shall use reasonable efforts to protect the confidentiality of the financial or other information about Guarantor and its affiliates.

(h) Rights Cumulative; Payments. Lender's rights under this Guaranty shall be in addition to all rights of Lender under the Loan Agreement, the Note, the Security Instrument and the other Loan Documents. Further, payments made by Guarantor under this Guaranty shall not reduce in any respect Borrower's obligations and liabilities under the Loan Agreement, the Note, the Security Instrument and the other Loan Documents.

(i) No Limitation on Liability. Guarantor hereby consents and agrees that Lender may at any time and from time to time without further consent from Guarantor do any of the following, and the liability of Guarantor under this Guaranty shall be unconditional and absolute and shall in no way be impaired or limited by any of the following, whether occurring with or without notice to Guarantor or with or without consideration: (i) any extensions of time for performance required by any of the Loan Documents or extension or renewal of the Note; (ii) any sale, assignment or foreclosure of the Loan (or any portion thereof), the Loan Agreement, the Note, the Security Instrument or any of the other Loan Documents or any sale or transfer of the Property; (iii) any change in the composition of Borrower, including, without limitation, the withdrawal or removal of Guarantor from any current or future position of ownership, management or control of Borrower; (iv) the accuracy or inaccuracy of the representations and warranties made by Guarantor herein or by Borrower in any of the Loan Documents; (v) the release of Borrower or of any other person or entity from performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents by operation of law, Lender's voluntary act or otherwise; (vi) the release or substitution in whole or in part of any security for the Loan; (vii) Lender's failure to record the Security Instrument or to file any financing statement (or Lender's improper recording or filing thereof) or to otherwise perfect, protect, secure or insure any lien or security interest given as security for the Loan; (viii) the modification of the terms of any one or more of the Loan Documents; or (ix) the taking or failure to take any action of any type whatsoever. No such action which Lender shall take or fail to take in connection with the Loan Documents or any collateral for the Loan, nor any course of dealing with Borrower or any other person, shall limit, impair or release Guarantor's obligations hereunder, affect this Guaranty in any way or afford Guarantor any recourse against Lender. Nothing contained in this Section shall be construed to require Lender to take or refrain from taking any action referred to herein.

(j) Entire Guaranty; Amendment; Severability. This Guaranty contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the parties respecting such matters. Any amendments or modifications hereto, in order to be effective, shall be in writing and executed by the parties hereto. A determination

that any provision of this Guaranty is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

(k) Governing Law; Binding Effect; Waiver of Acceptance. The construction, validity and performance of this Guaranty and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Tennessee applicable to contracts made and performed in such state (without regard to principles of conflict of laws) and any applicable law of the United States of America. To the fullest extent permitted by law, Guarantor hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Guaranty. This Guaranty shall bind Guarantor and the respective successors and assigns of Guarantor and shall inure to the benefit of Lender and the officers, directors, shareholders, agents and employees of Lender and their respective heirs, successors and assigns. Notwithstanding the foregoing, Guarantor shall not assign any of its rights or obligations under this Guaranty without the prior written consent of Lender, which consent may be withheld by Lender in its sole discretion. Guarantor hereby waives any acceptance of this Guaranty by Lender, and this Guaranty shall immediately be binding upon Guarantor.

(l) Notices. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed in the manner set forth in the Loan Agreement, addressed to Borrower and Lender as provided in the Loan Agreement, and addressed to Guarantor at the address set forth opposite Guarantor's name below, or at any other address specified in a notice given by such party to the other parties not less than ten (10) days prior to the effective date of the address change. This section shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Guaranty or in any Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

(m) No Waiver; Time of Essence. The failure of any party hereto to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy, shall not constitute a waiver thereof nor give rise to any estoppel against such party nor excuse any of the parties hereto from their respective obligations hereunder. Any waiver of such right or remedy must be in writing and signed by the party to be bound. This Guaranty is subject to enforcement at law or in equity, including actions for damages or specific performance. Time is of the essence hereof.

(n) Captions for Convenience. The captions and headings of the sections and paragraphs of this Guaranty are for convenience of reference only and shall not be construed in interpreting the provisions hereof.

(o) Attorneys' Fees. In the event it is necessary for Lender to retain the services of an attorney or any other consultants in order to enforce this Guaranty, or any portion thereof, Guarantor agrees to pay to Lender any and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender as a result thereof.

(p) Successive Actions. A separate right of action hereunder shall arise each time Lender acquires knowledge of any matter indemnified or guaranteed by Guarantor under this Guaranty. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action hereunder shall preclude any subsequent action, and Guarantor hereby waives and covenants not to assert any defense in the nature of splitting of causes of action or merger of judgments.

(q) Reliance. Lender would not make the Loan to Borrower without this Guaranty. Accordingly, Guarantor intentionally and unconditionally enters into the covenants and agreements as set forth above and understands that, in reliance upon and in consideration of such covenants and agreements, the Loan shall be made and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not be made or entered into but for such reliance.

(r) Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(i) Guarantor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the nonexclusive jurisdiction of any state or federal court in the County of Shelby in the State of Tennessee, and waives personal service of any and all process upon Guarantor and agrees that all such service of process may be made by certified or registered mail directed to Guarantor at the address set forth on the signature page hereof, but service so made shall be deemed to be completed only upon actual receipt thereof. Guarantor waives any objection to jurisdiction and venue of any action instituted against Guarantor as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Guarantor acknowledges and agrees that the venues provided above are the most convenient forum for Lender, Borrower and Guarantor. Nothing contained herein shall prevent Lender from bringing any action, enforcing any award or judgment or exercising any rights against any party individually, against any security or against any property of any party within any other county, state or other foreign or domestic jurisdiction.

(ii) LENDER AND GUARANTOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS GUARANTY OR ANY CONDUCT, ACT OR OMISSION OF LENDER OR GUARANTOR, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR GUARANTOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

(s) Waiver by Guarantor. Guarantor covenants and agrees that, upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against Borrower, Guarantor shall not seek or cause Borrower or any other person or entity to seek a supplemental stay or other relief, whether injunctive or otherwise, pursuant to 11 U.S.C. § 105 or any other provision of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law, (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against Guarantor or the collateral for the Loan by virtue of this Guaranty or otherwise.

(t) No Petition. Guarantor hereby covenants and agrees that it will not at any time institute against Borrower, or join in any institution against Borrower of, any bankruptcy proceedings under any United States federal or state bankruptcy or similar law.

(u) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if there is more than one signatory to this Guaranty or a separate guaranty, the representations,

warranties, covenants and agreements made by Guarantor herein, and the liability of Guarantor hereunder, are and shall be joint and several.

(v) Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Guaranty identical in form hereto but having attached to it one or more additional signature pages. It shall not be necessary in making proof of this Guaranty to produce or account for more than one such counterpart for each of the parties hereto. Delivery by facsimile or electronic transmission by any of the parties hereto of an executed counterpart of this Guaranty shall be as effective as an original executed counterpart hereof and shall be deemed a representation that an original executed counterpart hereof will be delivered. Each counterpart hereof shall be deemed to be an original and shall be binding upon all parties, their successors and assigns.

(w) Interpretation. The term "Lender" shall be deemed to include any subsequent holder(s) of the Note or any portion thereof or interest therein. Whenever the context of any provisions hereof shall require it, words in the singular shall include the plural, words in the plural shall include the singular, and pronouns of any gender shall include the other genders. Captions and headings in this Guaranty are for convenience only and shall not affect the construction of this Guaranty. All references in this Guaranty to Schedules, Articles, Sections, Subsections, paragraphs and subparagraphs refer to the respective subdivisions of this Guaranty, unless such reference specifically identifies another document. The terms "herein", "hereof" "hereto", "hereunder" and similar terms refer to this Guaranty and not to any particular Section or subsection of this Guaranty. The terms "include" and "including" shall be interpreted as if followed by the words "without limitation". All references in this Guaranty to sums denominated in dollars or with the symbol "$" refer to the lawful currency of the United States of America, unless such reference specifically identified another currency. The Loan Documents are for the sole benefit of Lender and Borrower and are not for the benefit of any third party.

THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty Agreement under seal as of the day and year first written above.

GUARANTOR:

FARMLAND PARTNERS INC., a Maryland corporation

By: _/s/ Luca Fabbri____________________
Luca Fabbri
President

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this ___ day of February, 2022 by Luca Fabbri, who personally appeared before me and with whom I am acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the President of Farmland Partners Inc, a Maryland corporation and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

_/s/ Preston Schow______________________ (Notary Seal)
(Notary's official signature)

__5/17/2022___________________________
(Commission Expiration)

Address for notices:

Farmland Partners Inc.
4600 S. Syracuse Street, Suite 1450
Denver, Colorado 80237
Attention: Luca Fabbri

With a copy to:

Christine Garrison
4600 S. Syracuse Street, Suite 1450
Denver, Colorado 80237

[SIGNATURE PAGE TO GUARANTY AGREEMENT GUARANTY AGREEMENT]

Exhibit 10.28

AMENDED AND RESTATED GUARANTY AGREEMENT

THIS AMENDED AND RESTATED GUARANTY AGREEMENT (this "**Guaranty**") is made as of February ___, 2022, by **FARMLAND PARTNERS OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership ("**Guarantor**") to and for the benefit of **RUTLEDGE INVESTMENT COMPANY**, a Tennessee corporation ("**Lender**"), and its successors and assigns.

RECITALS:

A. This Guaranty amends and restates in its entirety that certain Guaranty Agreement dated as of February 3, 2017, executed by Guarantor in favor of Lender.

B. As more fully provided in that certain Amended, Restated and Consolidated Loan Agreement (as the same may be amended, restated, supplemented, renewed or replaced from time to time, the "**Loan Agreement**") of even date herewith by and between American Farmland Company L.P., a Delaware limited partnership (the "**Borrower**"), Lender, and the guarantors party thereto, Lender has agreed to make a revolving credit loan to Borrower in the aggregate principal amount of up to One Hundred Twelve Million and No/100 Dollars ($112,000,000.00) (the "**Loan**").

C. The Loan is evidenced by that certain Consolidation of Notes and Modification and Extension Agreement executed by Borrower and Lender, in the aggregate principal amount of One Hundred Twelve Million and No/100 Dollars ($112,000,000.00) (as the same may be amended, restated, supplemented, renewed or replaced from time to time, the "**Note**").

D. The Loan is secured by, among other things, deeds of trust or mortgages (as the same may be amended, restated, supplemented, renewed or replaced from time to time) executed by the Owners, as defined in that certain Amended, Restated and Consolidated Loan Agreement (the "Loan Agreement of even date herewith among Borrower, Lender, Farmland Partners, Inc., a Maryland corporation and Guarantor (collectively, the **"Security Instrument")** encumbering farm properties owned by the Owners.

E. A condition precedent to Lender's obligation to make the Loan to Borrower is Guarantor's execution and delivery of this Guaranty to Lender.

F. Guarantor will benefit directly or indirectly and substantially from the making of the Loan.

G. Any capitalized term used and not defined in this Guaranty shall have the meaning given to such term in the Loan Agreement. This Guaranty is one of the Loan Documents described in the Loan Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and as a material inducement to Lender to extend credit to Borrower, Guarantor hereby covenants and agrees as follows, incorporating by reference the foregoing recitals as a part of this Guaranty:

1. **Guaranty.**

(a) **Guaranty of Payment**.

Guarantor hereby unconditionally and irrevocably guarantees to Lender the full and punctual payment and performance when due of all of the Obligations, whether such Obligations would have arisen at maturity or earlier by reason of acceleration or otherwise and whether denominated as damages, principal, interest, fees or otherwise, together with all pre- and post- maturity interest thereon (including, without limitation, amounts that, but for the initiation of any proceeding under any insolvency or bankruptcy law, would become due).

(b) **Generally**.

This is a guaranty of payment and performance and not of collection. The liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrower or any other person (including, without limitation, other guarantors, if any), nor against the collateral for the Loan. Guarantor waives any right to require that an action be brought against Borrower or any other person or to require that resort be had to any collateral for the Loan or to any balance of any deposit account or credit on the books of Lender in favor of Borrower or any other person. In the event, on account of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, Borrower shall be relieved of or fail to incur any debt, obligation or liability as provided in the Loan Documents, Guarantor shall nevertheless be fully liable therefor. In the Event of a Default under the Loan Documents which is not cured within any applicable grace or cure period, Lender shall have the right to enforce its rights, powers and remedies (including, without limitation, foreclosure of all or any portion of the collateral for the Loan) thereunder or hereunder, in any order, and all rights, powers and remedies available to Lender in such event shall be non-exclusive and cumulative of all other rights, powers and remedies provided thereunder or hereunder or by law or in equity. If the Obligations guaranteed hereby are partially paid or discharged by reason of the exercise of any of the remedies available to Lender, this Guaranty shall nevertheless remain in full force and effect, and Guarantor shall remain liable for all remaining Obligations, even though any rights which Guarantor may have against Borrower may be destroyed or diminished by the exercise of any such remedy. Guarantor shall be liable for the payment and performance of the Obligations, as set forth in this Guaranty, as a primary obligor and for the payment of any sums expended by Lender as set forth in the preceding sentence. This Guaranty shall be effective as a waiver of, and Guarantor hereby expressly waives, any and all rights to which Guarantor may otherwise have been entitled under any suretyship laws in effect from time to time, including any right or privilege, whether existing under statute, at law or in equity, to require Lender to take prior recourse or proceedings against any collateral, security or entity whatsoever. All payments, whether voluntary or involuntary, received by Lender with respect to the Obligations from any source other than Guarantor, including, without limitation, payments from Borrower or any other guarantor and amounts received from any Collateral may, for purposes of determining Guarantor's obligations under this Guaranty, be applied to the Obligations in such order as Lender may from time to time determine in its sole discretion. Without limiting the foregoing, Lender may apply such payments first to Obligations that are not guaranteed by Guarantor until such Obligations are paid in full before applying such payments to Obligations that are guaranteed by Guarantor.

2. **Indemnity**. Without limiting the generality of Section 1 hereof, Guarantor shall indemnify, defend (with counsel acceptable to Lender) and save harmless Lender from and against all damages, losses, liabilities, obligations, penalties, claims, demands, defenses, judgments, suits, proceedings, penalties, and reasonable expenditures, costs, disbursements and expenses (including, without limitation, court costs and reasonable attorneys' and experts' fees and expenses) of any kind or nature whatsoever which may, at any time or from time to time, be imposed upon, incurred by or

asserted or awarded against Lender by reason of, or arising from or out of, the Lender's enforcement (or attempted enforcement) of this Guaranty or any of the other Loan Documents.

3. **Reinstatement of Obligations**. This Guaranty shall continue to be effective, or be reinstated automatically, as the case may be, if at any time payment, in whole or in part, of any of the obligations guaranteed hereby is rescinded or otherwise must be restored or returned by Lender (whether as a preference, fraudulent conveyance or otherwise) upon or in connection with the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower, Guarantor or any other person, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Borrower, Guarantor or any other person or for a substantial part of Borrower's, Guarantor's or any of such other person's property, as the case may be, or otherwise, all as though such payment had not been made. Guarantor further agrees that in the event any such payment is rescinded or must be restored or returned, all costs and reasonable expenses (including, without limitation, reasonable legal fees and expenses) incurred by or on behalf of Lender in defending or enforcing such continuance or reinstatement, as the case may be, shall constitute costs of enforcement, the payment of which is covered by Guarantor's indemnity pursuant to Section 2 above.

4. **Waivers by Guarantor**. To the extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of:

(a) Any right to require Lender to proceed against Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power or under any other agreement before proceeding against Guarantor hereunder;

(b) The defense of the statute of limitations in any action hereunder**;**

(c) Any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Lender to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;

(d) Demand, presentment for payment, notice of nonpayment, intent to accelerate, acceleration, protest, notice of protest and all other notices of any kind, or the lack of any thereof, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of Borrower, Lender, any endorser or creditor of Borrower or of Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by Lender;

(e) Any defense based upon an election of remedies by Lender;

(f) Any right or claim of right to cause a marshalling of the assets of Guarantor;

(g) Any principle or provision of law, statutory or otherwise, which is or might be in conflict with the terms and provisions of this Guaranty;

(h) Any duty on the part of Lender to disclose to Guarantor any facts Lender may now or hereafter know about Borrower or the Property, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Borrower, of the condition of the Property

and of any and all circumstances bearing on the risk that liability may be incurred by Guarantor hereunder;

(i) Any lack of notice of disposition or of manner of disposition of any collateral for the Loan;

(j) Any invalidity, irregularity or unenforceability, in whole or in part, of any one or more of the Loan Documents;

(k) To the extent permitted by law, lack of commercial reasonableness in dealing with the collateral for the Loan;

(l) Any deficiencies in the collateral for the Loan or any deficiency in the ability of Lender to collect or to obtain performance from any persons or entities now or hereafter liable for the payment and performance of any obligation hereby guaranteed;

(m) Any assertion or claim that the automatic stay provided by 11 U.S.C. §362 (arising upon the voluntary or involuntary bankruptcy proceeding of Borrower) or any other stay provided under any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any of its rights, whether now or hereafter required, which Lender may have against Guarantor or the collateral for the Loan;

(n) Any modifications of the Loan Documents or any obligation of Borrower relating to the Loan by operation of law or by action of any court, whether pursuant to the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, or otherwise; and

(o) Any action, occurrence, event or matter consented to by Guarantor under Section 6(i) hereof, under any other provision hereof, or otherwise.

In addition, Guarantor expressly agrees that Guarantor shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage, security deed, deed of trust or other security interest securing the Obligations, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. Guarantor hereby irrevocably waives reliance on any anti-deficiency statute, through subrogation or otherwise, and any such statute shall in no way affect or impair Guarantor’s obligations and liabilities hereunder.

5. **Representations, Warranties, and Covenants of Guarantor**. Guarantor hereby represents, warrants, and covenants that (a) Guarantor has a direct or indirect financial interest in the Borrower and will derive a material and substantial benefit, directly or indirectly, from the making of the Loan to Borrower and from the making of this Guaranty by Guarantor; (b) this Guaranty has been duly authorized, executed and delivered, and constitutes the valid and legally binding obligation of Guarantor, enforceable in accordance with its terms; (c) Guarantor is not, and the execution, delivery and performance by Guarantor of this Guaranty will not cause Guarantor to be, in material violation of or in default with respect to any law, any order of any court or governmental agency, the Guarantor’s charter documents and by-laws of Guarantor or in material default (or at risk of acceleration of indebtedness) under any agreement or restriction by which Guarantor is bound or affected; (d) Guarantor is duly organized, validly existing, and in good standing under the laws of the state of its organization and has

full power and authority to enter into and perform this Guaranty; (e) Guarantor will indemnify the Lender from any loss, cost or expense as a result of any representation or warranty of Guarantor being false, incorrect, incomplete or misleading when made in any material respect; (f) as of the date hereof, there is no litigation pending or, to the knowledge of Guarantor, threatened before or by any tribunal against or affecting Guarantor, which would have a material and adverse effect on Guarantor's ability to perform its obligations under this Guaranty; (g) all financial statements and information heretofore furnished to Lender by Guarantor do, and all financial statements and information hereafter furnished to Lender by Guarantor will, in all material respects fully and accurately as of their dates, present the condition (financial or otherwise) of Guarantor and the results of Guarantor's operations for the periods therein specified, and, since the date of the most recent financial statements of Guarantor heretofore furnished to Lender, and as of the date hereof, no material adverse change has occurred in the financial condition of Guarantor, nor, except as heretofore disclosed in writing to Lender, has Guarantor incurred any material liability, direct or indirect, fixed or contingent outside of the ordinary course of business; (h) after giving effect to this Guaranty, Guarantor is solvent, is not knowingly engaged or about to engage in business or a transaction for which the property of Guarantor is an unreasonably small capital, and does not intend to incur or believe that it will incur debts that will be beyond its ability to pay as such debts mature; (i) Lender has no duty at any time to investigate or inform Guarantor of the financial or business condition or affairs of Borrower or any change therein, and Guarantor will keep fully apprised of Borrower's financial and business condition; (j) Guarantor acknowledges and agrees that Guarantor may be required to perform the guaranteed Obligations in full without assistance or support from Borrower or any other Person; and (k) Guarantor has read and fully understands the provisions contained in the Note, the Loan Agreement, the Security Instrument and the other Loan Documents. Guarantor's representations, warranties and covenants are a material inducement to Lender to enter into the other Loan Documents and shall survive the execution hereof and any bankruptcy, foreclosure, transfer of security or other event affecting Borrower, Guarantor, any other party, or any security for all or any part of the Obligations.

6. **General Provisions**.

(a) Fully Recourse. All of the terms and provisions of this Guaranty are recourse obligations of Guarantor.

(b) Obligations. Guarantor hereby acknowledges that Guarantor's guaranty is not secured by the Security Instrument or the other Loan Documents and that Lender would not make the Loan but for the personal liability undertaken by Guarantor herein.

(c) Survival. This Guaranty shall be deemed to be continuing in nature and shall remain in full force and effect and shall survive the exercise of any remedy by Lender under the Security Instrument or any of the other Loan Documents, including, without limitation, any foreclosure or deed in lieu thereof.

(d) Subordination; No Recourse Against Lender. If, for any reason whatsoever, Borrower is now or hereafter becomes indebted to Guarantor:

(i) such indebtedness and all interest thereon and all liens, security interests and rights now or hereafter existing with respect to property of Borrower securing the same shall, at all times, be subordinate in all respects to the Obligations and to all liens, security interests and rights now or hereafter existing to secure the Obligations;

(ii) Guarantor shall not be entitled to enforce or receive payment, directly or indirectly, of any such indebtedness of Borrower to Guarantor outside of the ordinary course of business until the Obligations have been fully and finally performed;

(iii) Guarantor hereby assigns and grants to Lender a security interest in all such indebtedness and security therefor, if any, of Borrower to Guarantor now existing or hereafter arising, including any dividends and payments pursuant to debtor relief or insolvency proceedings referred to below. In the event of receivership, bankruptcy, reorganization, arrangement or other debtor relief or insolvency proceedings involving Borrower as debtor, Lender shall have the right to prove its claim in any such proceeding so as to establish its rights hereunder and shall have the right to receive directly from the receiver, trustee or other custodian (whether or not a default shall have occurred or be continuing under any of the Loan Documents), dividends and payments that are payable upon any obligation of Borrower to Guarantor now existing or hereafter arising, and to have all benefits of any security therefor, until the Obligations have been fully and finally performed. If, notwithstanding the foregoing provisions, Guarantor should receive any payment, claim or distribution that is prohibited as provided above in this Section 6(d), Guarantor shall pay the same to Lender immediately, Guarantor hereby agreeing that it shall receive the payment, claim or distribution in trust for Lender and shall have absolutely no dominion over the same except to pay it immediately to Lender; and

(iv) Guarantor shall promptly upon request of Lender from time to time execute such documents and perform such acts as Lender may require to evidence and perfect its interest and to permit or facilitate exercise of its rights under this Section 6(d), including, but not limited to, execution and delivery of financing statements, proofs of claim, further assignments and security agreements, and delivery to Lender of any promissory notes or other instruments evidencing indebtedness of Borrower to Guarantor. All promissory notes, accounts receivable ledgers or other evidences, now or hereafter held by Guarantor, of obligations of Borrower to Guarantor shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under and is subject to the terms of this Guaranty. Further, Guarantor shall not have any right of recourse against Lender by reason of any action Lender may take or omit to take under the provisions of this Guaranty or under the provisions of any of the Loan Documents.

(e) Subrogation. Notwithstanding the satisfaction by Guarantor of any liability hereunder, Guarantor shall not have any right of subrogation, contribution, reimbursement or indemnity whatsoever or any right of recourse to or with respect to the assets or property of Borrower or to any collateral for the Loan, or to participate in any way in the indebtedness, or in any right, title or interest in and to any security or right of recourse for the indebtedness, until the indebtedness has been fully and finally paid. In connection with the foregoing, Guarantor expressly waives in favor of Lender any and all rights of subrogation to Lender against Borrower, and Guarantor hereby waives any rights to enforce any remedy which Lender may have against Borrower and any right to participate in any collateral for the Loan. If Guarantor is or becomes an “insider” (as defined in Section 101 of the United States Bankruptcy Code) with respect to Borrower, then Guarantor hereby irrevocably and absolutely waives any and all rights of contribution, indemnification, reimbursement or any similar rights against Borrower with respect to this Guaranty (including any right of subrogation), whether such rights arise under an express or implied contract or by operation of law. It is the intention of the parties that Guarantor shall not be deemed to be a “creditor” (as defined in Section 101 of the United States Bankruptcy Code) of Borrower by reason of the existence of this Guaranty in the event that Borrower or Guarantor becomes a debtor in any proceeding under the United States Bankruptcy Code. This waiver is given to induce Lender to make the Loan to Borrower as evidenced by the Note.

(f) Reservation of Rights. Nothing contained in this Guaranty shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lender may have against Borrower, Guarantor or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. §9601 et seq.), as it may be amended from time to time, or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

(g) Disclosure of Information. Guarantor authorizes the Lender to disclose the financial records of Guarantor to any subsidiary or affiliate of the Lender, any of their respective subsidiaries or affiliates, or to any advisory firm engaged by Lender. Lender may disclose any Guarantor financial information to any regulatory body having jurisdiction over Lender, to any agent or attorney of Lender, to any actual or prospective purchaser, transferee, assignee or participant of all or any portion of Lender's rights with respect to the Loan, and in such other circumstances and to such other parties as necessary or appropriate in Lender's reasonable judgment. Subject to applicable law, Lender shall use reasonable efforts to protect the confidentiality of the financial or other information about Guarantor and its affiliates.

(h) Rights Cumulative; Payments. Lender's rights under this Guaranty shall be in addition to all rights of Lender under the Loan Agreement, the Note, the Security Instrument and the other Loan Documents. Further, payments made by Guarantor under this Guaranty shall not reduce in any respect Borrower's obligations and liabilities under the Loan Agreement, the Note, the Security Instrument and the other Loan Documents.

(i) No Limitation on Liability. Guarantor hereby consents and agrees that Lender may at any time and from time to time without further consent from Guarantor do any of the following, and the liability of Guarantor under this Guaranty shall be unconditional and absolute and shall in no way be impaired or limited by any of the following, whether occurring with or without notice to Guarantor or with or without consideration: (i) any extensions of time for performance required by any of the Loan Documents or extension or renewal of the Note; (ii) any sale, assignment or foreclosure of the Loan (or any portion thereof), the Loan Agreement, the Note, the Security Instrument or any of the other Loan Documents or any sale or transfer of the Property; (iii) any change in the composition of Borrower, including, without limitation, the withdrawal or removal of Guarantor from any current or future position of ownership, management or control of Borrower; (iv) the accuracy or inaccuracy of the representations and warranties made by Guarantor herein or by Borrower in any of the Loan Documents; (v) the release of Borrower or of any other person or entity from performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents by operation of law, Lender's voluntary act or otherwise; (vi) the release or substitution in whole or in part of any security for the Loan; (vii) Lender's failure to record the Security Instrument or to file any financing statement (or Lender's improper recording or filing thereof) or to otherwise perfect, protect, secure or insure any lien or security interest given as security for the Loan; (viii) the modification of the terms of any one or more of the Loan Documents; or (ix) the taking or failure to take any action of any type whatsoever. No such action which Lender shall take or fail to take in connection with the Loan Documents or any collateral for the Loan, nor any course of dealing with Borrower or any other person, shall limit, impair or release Guarantor's obligations hereunder, affect this Guaranty in any way or afford Guarantor any recourse against Lender. Nothing contained in this Section shall be construed to require Lender to take or refrain from taking any action referred to herein.

(j) Entire Guaranty; Amendment; Severability. This Guaranty contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the parties respecting such matters. Any amendments or modifications hereto, in order to be effective, shall be in writing and executed by the parties hereto. A determination

that any provision of this Guaranty is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

(k) Governing Law; Binding Effect; Waiver of Acceptance. The construction, validity and performance of this Guaranty and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Tennessee applicable to contracts made and performed in such state (without regard to principles of conflict of laws) and any applicable law of the United States of America. To the fullest extent permitted by law, Guarantor hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Guaranty. This Guaranty shall bind Guarantor and the respective successors and assigns of Guarantor and shall inure to the benefit of Lender and the officers, directors, shareholders, agents and employees of Lender and their respective heirs, successors and assigns. Notwithstanding the foregoing, Guarantor shall not assign any of its rights or obligations under this Guaranty without the prior written consent of Lender, which consent may be withheld by Lender in its sole discretion. Guarantor hereby waives any acceptance of this Guaranty by Lender, and this Guaranty shall immediately be binding upon Guarantor.

(l) Notices. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed in the manner set forth in the Loan Agreement, addressed to Borrower and Lender as provided in the Loan Agreement, and addressed to Guarantor at the address set forth opposite Guarantor's name below, or at any other address specified in a notice given by such party to the other parties not less than ten (10) days prior to the effective date of the address change. This section shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Guaranty or in any Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

(m) No Waiver; Time of Essence. The failure of any party hereto to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy, shall not constitute a waiver thereof nor give rise to any estoppel against such party nor excuse any of the parties hereto from their respective obligations hereunder. Any waiver of such right or remedy must be in writing and signed by the party to be bound. This Guaranty is subject to enforcement at law or in equity, including actions for damages or specific performance. Time is of the essence hereof.

(n) Captions for Convenience. The captions and headings of the sections and paragraphs of this Guaranty are for convenience of reference only and shall not be construed in interpreting the provisions hereof.

(o) Attorneys' Fees. In the event it is necessary for Lender to retain the services of an attorney or any other consultants in order to enforce this Guaranty, or any portion thereof, Guarantor agrees to pay to Lender any and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender as a result thereof.

(p) Successive Actions. A separate right of action hereunder shall arise each time Lender acquires knowledge of any matter indemnified or guaranteed by Guarantor under this Guaranty. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action hereunder shall preclude any subsequent action, and Guarantor hereby waives and covenants not to assert any defense in the nature of splitting of causes of action or merger of judgments.

(q) Reliance. Lender would not make the Loan to Borrower without this Guaranty. Accordingly, Guarantor intentionally and unconditionally enters into the covenants and agreements as set forth above and understands that, in reliance upon and in consideration of such covenants and agreements, the Loan shall be made and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not be made or entered into but for such reliance.

(r) Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(i) Guarantor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the nonexclusive jurisdiction of any state or federal court in the County of Shelby in the State of Tennessee, and waives personal service of any and all process upon Guarantor and agrees that all such service of process may be made by certified or registered mail directed to Guarantor at the address set forth on the signature page hereof, but service so made shall be deemed to be completed only upon actual receipt thereof. Guarantor waives any objection to jurisdiction and venue of any action instituted against Guarantor as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Guarantor acknowledges and agrees that the venues provided above are the most convenient forum for Lender, Borrower and Guarantor. Nothing contained herein shall prevent Lender from bringing any action, enforcing any award or judgment or exercising any rights against any party individually, against any security or against any property of any party within any other county, state or other foreign or domestic jurisdiction.

(ii) LENDER AND GUARANTOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS GUARANTY OR ANY CONDUCT, ACT OR OMISSION OF LENDER OR GUARANTOR, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR GUARANTOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

(s) Waiver by Guarantor. Guarantor covenants and agrees that, upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against Borrower, Guarantor shall not seek or cause Borrower or any other person or entity to seek a supplemental stay or other relief, whether injunctive or otherwise, pursuant to 11 U.S.C. § 105 or any other provision of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law, (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against Guarantor or the collateral for the Loan by virtue of this Guaranty or otherwise.

(t) No Petition. Guarantor hereby covenants and agrees that it will not at any time institute against Borrower, or join in any institution against Borrower of, any bankruptcy proceedings under any United States federal or state bankruptcy or similar law.

(u) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if there is more than one signatory to this Guaranty or a separate guaranty, the representations,

warranties, covenants and agreements made by Guarantor herein, and the liability of Guarantor hereunder, are and shall be joint and several.

(v) Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Guaranty identical in form hereto but having attached to it one or more additional signature pages. It shall not be necessary in making proof of this Guaranty to produce or account for more than one such counterpart for each of the parties hereto. Delivery by facsimile or electronic transmission by any of the parties hereto of an executed counterpart of this Guaranty shall be as effective as an original executed counterpart hereof and shall be deemed a representation that an original executed counterpart hereof will be delivered. Each counterpart hereof shall be deemed to be an original and shall be binding upon all parties, their successors and assigns.

(w) Interpretation. The term "Lender" shall be deemed to include any subsequent holder(s) of the Note or any portion thereof or interest therein. Whenever the context of any provisions hereof shall require it, words in the singular shall include the plural, words in the plural shall include the singular, and pronouns of any gender shall include the other genders. Captions and headings in this Guaranty are for convenience only and shall not affect the construction of this Guaranty. All references in this Guaranty to Schedules, Articles, Sections, Subsections, paragraphs and subparagraphs refer to the respective subdivisions of this Guaranty, unless such reference specifically identifies another document. The terms "herein", "hereof" "hereto", "hereunder" and similar terms refer to this Guaranty and not to any particular Section or subsection of this Guaranty. The terms "include" and "including" shall be interpreted as if followed by the words "without limitation". All references in this Guaranty to sums denominated in dollars or with the symbol "$" refer to the lawful currency of the United States of America, unless such reference specifically identified another currency. The Loan Documents are for the sole benefit of Lender and Borrower and are not for the benefit of any third party.

THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty Agreement under seal as of the day and year first written above.

GUARANTOR:

FARMLAND PARTNERS OPERATING PARTNERSHIP, L.P., a Delaware limited partnership

By: Farmland Partners OP GP, LLC, its sole general partner

By: Farmland Partners Inc., its sole member

By: _/s/ Luca Fabbri_____________________
Luca Fabbri
President

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this ___ day of February, 2022 by Luca Fabbri, who personally appeared before me and with whom I am acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the President of Farmland Partners Inc, the Sole Member of Farmland Partners OP GP, LLC, the Sole General Partner of FARMLAND PARTNERS OPERATING PARTNERSHIP, LP, a Delaware limited partnership, and that he as such President of the Sole Member of the Sole General Partner of the Limited Partnership, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Partnership by himself as President of the Sole Member of the Sole General Partner of the Limited Partnership.

__/s/ Preston Schow ____________________ (Notary Seal)
(Notary's official signature)

__5/17/2022__________________________
(Commission Expiration)

[SIGNATURE PAGE TO GUARANTY AGREEMENT]

Address for notices:

Farmland Partners Operating Partnership, L.P.
4600 S. Syracuse Street, Suite 1450
Denver, Colorado 80237
Attention: Luca Fabbri

With a copy to:

Christine Garrison
4600 S. Syracuse Street, Suite 1450
Denver, Colorado 80237

Exhibit 10.29

CONSOLIDATION OF NOTES AND MODIFICATION AND EXTENSION AGREEMENT

This Consolidation of Notes and Modification and Extension Agreement is entered into as of the ____ day of February, 2022, by and between **AMERICAN FARMLAND COMPANY L.P.**, a Delaware limited partnership (“Borrower”) and **RUTLEDGE INVESTMENT COMPANY**, a Tennessee corporation (“Lender”).

WITNESSETH:

WHEREAS, on December 6, 2013, Borrower executed that certain Revolving Credit Promissory Note in the principal sum of Twenty-Five Million and No/100 Dollars ($25,000,000.00) payable to the order of Lender and last amended by that certain Amendment to Promissory Note dated January 29, 2021 executed by Borrower and Lender and having a current maturity date of April 1, 2022 (the “First Note”); and

WHEREAS, on January 14, 2015, Borrower executed that certain Revolving Credit Promissory Note in the principal sum of Twenty-Five Million and No/100 Dollars ($25,000,000.00) payable to the order of Lender and last amended by that certain Amendment to Promissory Note dated January 29, 2021 executed by Borrower and Lender and having a current maturity date of April 1, 2022 (the “Second Note”); and

WHEREAS, on August 18, 2015, Borrower executed that certain Revolving Credit Promissory Note in the principal sum of Twenty-Five Million and No/100 Dollars ($25,000,000.00) payable to the order of Lender and last amended by that certain Amendment to Promissory Note dated January 29, 2021 executed by Borrower and Lender and having a current maturity date of April 1, 2022 (the “Third Note”); and

WHEREAS, on December 22, 2015, Borrower executed that certain Revolving Credit Promissory Note in the principal sum of Fifteen Million and No/100 Dollars ($15,000,000.00) payable to the order of Lender and last amended by that certain Amendment to Promissory Note dated January 29, 2021 executed by Borrower and Lender and having a current maturity date of April 1, 2022 (the “Fourth Note”); and

WHEREAS, on February 3, 2017, Borrower executed that certain Revolving Credit Promissory Note in the principal sum of Thirty Million and No/100 Dollars ($30,000,000.00) payable to the order of Lender and last amended by that certain Amendment to Promissory Note dated January 29, 2021 executed by Borrower and Lender and having a current maturity date of April 1, 2022 (the “Fifth Note” and together with the First Note, Second Note, Third Note and Fourth Note, the “Notes” and after consolidation, the “Note”); and

WHEREAS, Lender is the holder of the Notes; and

WHEREAS, Lender and Borrower desire to consolidate, modify and extend the terms of the Notes as hereafter provided; and

NOW, THEREFORE, for mutual considerations, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower agree as follows:

1. Defined Terms. All terms not otherwise defined herein shall have the following meanings:

"Alternative Benchmark Rate" means a rate of interest per annum equal to the Prime Rate minus two and 5/10 percent (2.5%) which shall adjust daily with changes in the Prime Rate, provided that if the Prime Rate would be less than zero percent (0%), then the Prime Rate shall be deemed to be zero percent (0%).

"**Applicable Margin"** means (i) one and eighty hundredths percent (1.80%) when Borrower's EBITDA is equal to or greater than $35,000,000, (ii) one and ninety five hundredths percent (1.95%) when Borrower's EBITDA is equal to or greater than $32,000,000 but less than $35,000,000, (iii) Two and ten hundredths percent (2.10%) when Borrower's EBITDA is equal to or greater than $30,000,000 and less than $32,000,000 and (iv) two and twenty five hundredths percent (2.25%) when Borrower's EBITDA is less than $30,000,000. Borrower's EBITDA shall be determined based on its most recent yearend financial statement furnished to Lender. From the date hereof until the first determination of Borrower's EBITDA, the Applicable Margin described in clause (ii) of this definition shall apply.

Benchmark" means the Index and thereafter the then-current Successor Rate.

"**Conforming Changes**" means, with respect to any Successor Rate, any technical, administrative or operational changes (including changes to the definitions such as "Business Day," "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that Lender decides may be appropriate to reflect the adoption and implementation of such Successor Rate and to permit the administration thereof by Lender in a manner Lender decides is reasonably necessary in connection with the administration of this Agreement and the Note.

"**EBITDA**" means earnings before interest, taxes, depreciation and amortization, as each such item is calculated in accordance with GAAP on a trailing twelve-month basis.

"**GAAP**" means generally accepted accounting principles.

"Index" means Term SOFR, however, that if the Index for adjustment is less than zero percent (0%), then the Index shall be deemed to be zero percent (0%).

"Interest Period" means a three-month period commencing on the first numeric calendar day of each three-month period, provided that (i) the initial Interest Period shall commence on the date of this Agreement and shall continue until April 1, 2022 at which time the full three-month Interest Period shall commence and (ii) no Interest Period shall operate to extend the date on which any amount owed under the Note is due and payable.

"**Prime Rate"** means the Wall Street Journal Prime Rate, which is the Prime Rate published in the "Money Rates" section of the Wall Street Journal from time to time, and shall change effective on the day after the date any change in such rate is reported; further provided if the rate referenced in this paragraph is at any time less than zero percent (0%), then such rate shall be deemed to be zero percent (0%).

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"Relevant Governmental Body Recommended Rate" means, in respect of any relevant day the rate (inclusive of any spreads or adjustments which may be positive or negative) recommended as the replacement for the Benchmark by the Relevant Governmental Body (which rate may be produced by the Federal Reserve Bank of New York or another administrator).

"**Term SOFR"** means for any Interest Period a rate per annum equal to the Term SOFR Screen Rate for a three (3) month duration that is published two (2) U.S. Government Securities Business Days prior to each Interest Rate Change Date.

"**Term SOFR Screen Rate**" means the forward looking secured overnight financing rate for the corresponding Interest Period administered by CME Group Benchmark Administration Ltd (or a successor administrator of Term SOFR) and published at https://www.cmegroup.com/market-data/cme-group-benchmark-administration/term-sofr.html?redirect=/termsofr (or such other commercially available source providing such quotations as may be designated by Lender from time to time).

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

2. Acknowledgement of Outstanding Principal Indebtedness. It is hereby acknowledged that the outstanding principal balance of the Notes are as follows:

(a) First Note. The outstanding principal balance of the First Note as of the date hereof is $17,000,000.00;

(b) Second Note. The outstanding principal balance of the Second Note as of the date hereof is $25,000,000.00;

(c) Third Note. The outstanding principal balance of the Third Note as of the date hereof is $25,000,000.00;

(d) Fourth Note. The outstanding principal balance of the Fourth Note as of the date hereof is $15,000,000.00; and

(e) Fifth Note. The outstanding principal balance of the Fifth Note as of the date hereof is $30,000,000.00.

It is hereby acknowledged by Lender and Borrower that the aggregate outstanding principal balance under the Notes, after consolidation, as of the date hereof is One Hundred Twelve Million and No/100 Dollars ($112,000,000.00).

3. Modification of Note – Interest Rate. It is agreed that the Note is hereby modified and amended to change the interest rate to be charged thereunder, effective with the date hereof, to an adjustable rate per annum equal to the Index plus the Applicable Margin that is reset at the end of each Interest Period and continuing until Maturity.

4. Inability to Determine Index.

(a) In the event Lender determines in its sole discretion that (i) there is a public announcement by the administrator of a Benchmark or a Relevant Governmental Body that such Benchmark will cease or has ceased to be published; (ii) a public announcement is made by the administrator of a Benchmark or any Relevant Governmental Body that the Benchmark is no longer representative; or (iii) a Relevant Governmental Body has determined that Lender may no longer utilize the Benchmark for purposes of setting interest rates; (each a "Benchmark Transition Event"), Lender will have no obligation to make, fund or maintain a loan based on the Benchmark, and on a date and time determined by Lender, without any further action or consent of by Borrower or amendment to this Agreement, the first available alternative set forth in the order below that can be determined by Lender shall replace the Benchmark ("Successor Rate"):

(X) Relevant Governmental Body Recommended Rate; or

(Y) Alternative Benchmark Rate.

(b) In connection with the implementation of a Successor Rate, Lender will have the right, with the consent of Borrower (not to be unreasonably delayed, conditioned or withheld), to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein, any amendments implementing such Successor Rate or Conforming Changes will become effective without any further action or consent of Borrower. Notwithstanding anything

else herein, if at any time any Successor Rate as so determined would otherwise be less than zero percent (0%), the Successor Rate will be deemed to be zero percent (0%) for the purposes of this Agreement. For avoidance of doubt, following the implementation of a Successor Rate, the interest rate under the Note will be the Successor Rate plus the Applicable Margin.

(c) Lender will notify (in one or more notices) Borrower of the implementation of any Successor Rate. Any determination or decision that may be made by Lender pursuant to this Section 4, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in Lender's sole discretion and without consent from Borrower.

(d) In the event Lender determines in its sole discretion that Lender cannot make, fund, or maintain a loan based upon the Benchmark due to illegality or the inability to ascertain or determine said rate on the basis provided for herein ("Unavailability Period") and a Benchmark Transition Event has not occurred, then at the election of Lender the Benchmark shall convert to the Alternative Benchmark Rate for purposes of calculating the interest rate on the then outstanding principal balance and for interest accruing on any fundings or advances requested by Borrower and, thereafter, the interest rate on the Note shall adjust simultaneously with any fluctuation in the Alternative Benchmark Rate. In the event Lender determines that the circumstances giving rise the Unavailability Period have ended, at such time as determined by Lender the Benchmark will revert to the prior Benchmark (provided a Benchmark Transition Event has not occurred). Lender shall provide notice, which may be after the implementation of the Alternative Benchmark Rate as contemplated hereunder, to Borrower of any Benchmark change that is made pursuant to this Section 4. For avoidance of doubt, following conversion to the Alternative Benchmark Rate, the interest rate under the Note will be the Alternative Benchmark Rate plus the Applicable Margin.

5. Consolidation of the Notes. The Notes are hereby consolidated so that the payment schedule of the principal and accrued interest thereon shall be paid aggregately in the following matter, to-wit:

> Quarterly installments of accrued interest only on the principal balance remaining outstanding from time to time shall be due and payable beginning on the first day of April, 2022 and continuing thereafter on the first day of each consecutive quarter thereafter until March 1, 2027 ("Maturity") at which time the final installment of the outstanding principal balance of the Note plus all accrued and unpaid interest thereon shall be due and payable in full.

6. Step Down of Availability. The principal amount available under this Note shall decrease by two and one-half percent (2.5%) on each anniversary of the date of this Note.

7. Reaffirmation of Obligations. All terms and provisions of the Notes not herein specifically modified or amended shall remain in full force and effect and are hereby reaffirmed

by the parties hereto. The execution and delivery of this Agreement does not constitute payment, cancellation, satisfaction, discharge, release, extinguishment or novation of the principal indebtedness evidenced by the Notes.

[Signatures follow on separate page]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

BORROWER:

AMERICAN FARMLAND COMPANY L.P.,
a Delaware limited partnership

By: FPI Heartland GP LLC, a
Delaware limited liability company
Its: General Partner

By: /s/ Luca Fabbri ________________
Name: Luca Fabbri
President

LENDER:

RUTLEDGE INVESTMENT COMPANY

By: _/s/ Gwin S. Smith _____________
Gwin S. Smith
President

Exhibit 21.1

Entity	State
Abraham (IL) LLC	DE
AFC California LLC	DE
AFC Florida LLC	DE
AFC Illinois II LLC	DE
AFC Illinois LLC	DE
American Farmland Company, L.P.	DE
Arnold (CA) LLC	DE
Bartlett (CA) LLC	DE
Booth (CA) LLC	DE
Cottonwood Valley Land, LLC	NE
Farmland Exchange, LLC	DE
Farmland Partners Inc.	MD
Farmland Partners Op GP, LLC	DE
Farmland Partners Operating Partnership, LP	DE
Farmland SD GP LLC	DE
FP Land LLC	DE
FPI Agribusiness Inc.	DE
FPI Arkansas LLC	DE
FPI Burlington Farms LLC	DE
FPI Carolinas LLC	DE
FPI Colorado LLC	DE
FPI Heartland GP LLC	DE
FPI Heartland LLC	DE
FPI Heartland Operating Partnership, LP	DE
FPI Illinois I LLC	DE
FPI Illinois II LLC	DE
FPI Ironwood LLC	DE
FPI OZ Management LLC	DE
FPI Properties LLC	DE
Hoover (CA) LLC	DE
Jebbie (FL) LLC	DE
Jefferson (AR) LLC	DE
Jerry (CA) LLC	DE
Jimmy (GA) LLC	DE
Leland Farms (CA) LLC	DE
Milhous (CA) LLC	DE
Murray Wise Associates, LLC	DE
Murray Wise Capital LLC	DE
PH Farms LLC	IL
Ronald (CA) LLC	DE
Rowen Family Farms, LP	DE
Sargent Farms (CA) LLC	DE
Scott (Fl) LLC	DE
Shortridge Farms (CA) LLC	DE
Stoneman (CA) LLC	DE

Warren (CA) LLC	DE
Waterman (CA) LLC	DE
Windsor Land, LLC	IL

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Farmland Partners Inc. Registration Statements on Form S-3 (No. 333-255092, No. 333-254834, No. 333-224385, No. 333-224384. No. 333-203799, and No. 333-203798) and on Form S-8 (No. 333-195268, No. 333-203874, No. 333-217669 and No. 333-255962) of our report dated February 28, 2022, relating to the December 31, 2021 and 2020 consolidated financial statements and the financial statement schedule, which appears in Farmland Partners Inc. Annual Report on Form 10-K as of December 31, 2021.

/s/ Plante & Moran PLLC

Denver, Colorado
February 28, 2022

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Paul A. Pittman, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2021 of Farmland Partners Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2022

/s/ PAUL A. PITTMAN
Paul A. Pittman
Executive Chairman and Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, James Gilligan, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2021 of Farmland Partners Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2022

/s/ JAMES GILLIGAN
James Gilligan
Chief Financial Officer and Treasurer

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Farmland Partners Inc. (the "Company") on Form 10-K for the period ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paul A. Pittman, the Executive Chairman and Chief Executive Officer of the Company, and I, James Gilligan, the Chief Financial Officer and Treasurer of the Company, certify, to our knowledge, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. the Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 28, 2022	/s/ PAUL A. PITTMAN Paul A. Pittman Executive Chairman and Chief Executive Officer
Date: February 28, 2022	/s/ JAMES GILLIGAN James Gilligan Chief Financial Officer and Treasurer